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UNITED STATES DISTRICT COURT
District of Nevada

LEONARD C. ADAMS, et al.,)	Case No. 3:11-cv-00210-RCJ-VPC
)	
Plaintiffs,)	
)	SECOND AMENDED COMPLAINT AND
v.)	JURY DEMAND
)	
SILAR ADVISORS, LP, et al.,)	(Adds and Deletes Plaintiffs only)
)	
Defendants.)	

Plaintiffs, on personal information as to their own actions and on information and belief as to all other matters, for themselves and on behalf of those similarly situated, hereby aver and seek relief against Defendants as set forth below:

I.

PRELIMINARY STATEMENT

This is the follow-on lawsuit by at least 1,188 fractional beneficial interest holders (“direct lenders”), as well as other similarly situated direct lenders represented by Bickel & Brewer, to the action pending before the Honorable Robert C. Jones (the “District Court”) that is styled *3685 San Fernando Lenders, LLC, et al. v. Compass USA SPE, LLC, et al.*, Case No. 2:07-cv-00892-RCJ-GWF (“892 Case”). This action is also “related to” the chapter 7 cases of debtors Asset Resolution LLC (“Asset Resolution”) and fourteen related special purpose entities (collectively with Asset Resolution, “Debtors”) pending before the District Court in the action styled *In re Asset Resolution LLC, et al.*, Case No. BK-S-09-32824-RCJ (the “Bankruptcy Cases”). Plaintiffs are direct lenders in commercial mortgage investment loans (the “Loans”) originated and originally serviced by USA Commercial Mortgage Company (collectively, “USACM”). The direct lenders financed the Loans. Defendants were (or are associated with) successors in interest to USACM’s loan servicing rights in connection with the Loans.

The plight of the direct lenders is well-known to the District Court. Beginning first with USACM’s filing for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Nevada (the Honorable Linda B. Riegler) after it was no longer able to perpetuate its fraudulent activities and conceal from the direct lenders that the Loans were in default, and then continuing with the perpetuation and exacerbation of the harm caused by USACM to the direct lenders by Defendants, Plaintiffs have been repeatedly victimized by the avarice of their purported loan servicing professionals and their co-conspirators. Indeed, many direct lenders are retirees who have lost their life savings as a result of Defendants’ loan servicing. Accordingly, by this action, Plaintiffs seek to recover their extensive financial losses.

II.

THE PARTIES

A. Plaintiffs

1. Exhibit A attached hereto lists the named Plaintiffs, all of whom are direct lenders that invested in the Loans. Plaintiffs reside in numerous states. Plaintiffs are largely elderly who invested substantial life savings in the Loans.

B. Defendants

2. Defendant Silar Advisors, LP is a limited partnership organized and existing under the laws of the State of Delaware, with its principal place of business in the State of New York. Silar wholly owns Asset Resolution.

3. Defendant Compass Partners, LLC is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business in the State of New York.

4. Defendant Compass USA SPE, LLC is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business in the State of New York.

5. Defendant Compass Financial Partners, LLC is a limited liability company that was organized under the laws of the State of Nevada and that had its principal place of business in the State of Nevada.

6. Defendant Compass Financial Partners, LLC is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business in the State of New York.

7. Defendant Compass FP Corp. is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in the State of California.

1 8. Defendant Compass USA Holding, LLC is a limited liability company organized and
2 existing under the laws of the State of Delaware, with its principal place of business in the State of
3 New York.

4 9. Defendant Compass USA, LP is a limited partnership organized and existing under
5 the laws of the State of Delaware, with its principal place of business in the State of New York.
6

7 10. Defendant Compass USA GP, LLC is a limited liability company organized and
8 existing under the laws of the State of Delaware, with its principal place of business in the State of
9 New York.

10 11. Defendants Compass Partners, LLC, Compass USA SPE, LLC, Compass Financial
11 Partners, LLC (Nevada and Delaware), Compass FP Corp., Compass USA Holding, LLC, Compass
12 USA, LP, and Compass USA GP, LLC are collectively referred to herein as “Compass.”
13

14 12. Defendant Leonard Mezei (“Mezei”) is a resident of the State of New York and is a
15 principal of Compass.

16 13. Defendant David Blatt (“Blatt”) is a resident of the State of New York and was a
17 principal of Compass.

18 14. Defendant Boris Piskun (“Piskun”) is a resident of the State of California and was a
19 principal of Compass.
20

21 15. Defendant Jay Cohen (“Cohen”) is a resident of the State of New York and is a
22 principal of Compass.

23 16. Defendant Ron Friedman (“Friedman”) is a resident of the State of New York and is a
24 principal of Compass.

25 17. Defendant Silar Special Opportunities Fund, LP is a limited liability company
26 organized and existing under the laws of the State of Delaware, with its principal place of business in
27 the State of New York.
28

1 18. Defendant SMOF A, LLC is a limited liability company organized and existing under
2 the laws of the State of Delaware, with its principal place of business in the State of New York.
3 SMOF A, LLC funded Asset Resolution's operations.

4 19. Defendant SSOP, LLC is a limited liability company organized and existing under the
5 laws of the State of Delaware, with its principal place of business in the State of New York.
6

7 20. Defendants Silar Advisors, LP, Silar Special Opportunities Fund, LP, SMOF A, LLC,
8 and SSOP II, LLC are collectively referred to herein as "Silar."

9 21. Defendant Robert Leeds ("Leeds") is a resident of the State of New York, is a
10 principal of Silar, and was a pre-petition principal of Asset Resolution.

11 22. Defendant Jay Gracin ("Gracin") is a resident of the State of New York, is a principal
12 of Silar, and was a pre-petition principal of Asset Resolution.
13

14 23. Defendant Hin-King Tai ("Tai") is a resident of the State of New York and is a
15 principal of Silar.

16 24. Defendant Cade Liu ("Liu") is a resident of the State of New York. Liu was a former
17 employee of Compass and later became an employee of Silar.

18 25. Defendant Gary Fragin ("Fragin") is a resident of the State of New York. Fragin was
19 a founder and principal of Silar.
20

21 26. Defendant Mark Olson ("Olson") is a resident of the State of Nevada. Olson was the
22 Chief Operating Officer and Director of Marketing for USACM, and later became the Director of
23 Investor Relations for Compass.

24 27. Defendant Windemere Capital, LLC ("Windemere") is a limited liability company
25 organized and existing under the laws of the State of Nevada, with its principal place of business in
26 the State of Nevada.
27
28

1 28. Defendant Oakbridge Capital Inc. (“Oakbridge”) is a corporation organized and
2 existing under the laws of the State of Delaware, with its principal place of business in the State of
3 Delaware. Mezei is a principal of Oakbridge.

4 29. Defendant Economic Growth Group, Inc. (“EGG”) is a corporation organized and
5 existing under the laws of the State of New York, with its principal place of business in the State of
6 New York. Mezei is the principal of EGG.

7 30. Defendant Repotex, Inc. (“Repotex”) is a corporation organized and existing under
8 the laws of the State of Delaware, with its principal place of business in the State of New York.
9 Mezei is a principal of Repotex.

10 31. Defendant Servicing Oversight Solutions, LLC (“SOS”) is a limited liability company
11 that was organized under the laws of the State of Connecticut and that had its principal place of
12 business in the State of Connecticut.

13 32. Defendant Michael D. Reiner (“Reiner”) is a resident of the State of Connecticut and
14 was a principal of SOS.

15 33. Defendant Tyson Lomazow (“Lomazow”) is a resident of the State of New York.
16 Lomazow served as legal counsel to Compass in connection with the Loans from 2007-2008.

17 34. Defendant Great White NV, Inc. (“Great White”) is a corporation organized and
18 existing under the laws of the State of Nevada, with its principal place of business in the State of
19 Nevada.

20 35. Defendant Craig Orrock (“Orrock”) is a resident of the State of Nevada and is a
21 principal of Great White.

22 36. Defendant Citron Investment Group, Inc. (“Citron”) is a corporation organized and
23 existing under the laws of the State of Florida, with its principal place of business in the State of
24 Florida. Citron was a Florida subservicer for Compass.

1 46. USACM serviced the Loans pursuant to various Loan Servicing Agreements (the
2 “LSAs”) that it entered into separately with each of the direct lenders. Every direct lender was
3 supposed to execute a single LSA that purported to cover every investment he or she subsequently
4 made with USACM. Nevada law expressly governed the LSAs, which were binding on all
5 successors in interest.
6

7 47. Pursuant to an auction held on December 6, 2007, and effective February 16, 2007,
8 Compass acquired as the successful auction bidder: (i) USACM’s loan servicing rights in
9 connection with the Loans pursuant to the LSAs; and (ii) certain fractional beneficial interests held
10 by an affiliate of USACM in the Loans (collectively, the “Purchased Assets”). Compass’s
11 acquisition of the Purchased Assets was approved by Judge Riegler in a “Confirmation Order”
12 entered on January 8, 2007, which was later affirmed on appeal by the District Court (Judge Jones
13 and the Honorable Philip M. Pro).
14

15 48. On May 21, 2007, as a result of Compass’s extensive loan servicing misconduct to
16 the financial detriment of the direct lenders, the 892 Case was commenced. The 892 Case sought
17 declaratory relief regarding (i) the ability of the direct lenders to terminate Compass (and later Asset
18 Resolution) as their loan servicer under the LSAs and (ii) the loan servicing compensation allegedly
19 owed to their loan servicer under the LSAs and the Loans, as well as damages.
20

21 49. On August 29, 2007, the District Court affirmed the Confirmation Order. In doing so,
22 the District Court determined, among other things, that the ability of the direct lenders to terminate
23 their loan servicer under the LSAs, as well as the right of the loan servicer under the LSAs to receive
24 default interest and late fees as loan servicing compensation, were matters of contract interpretation,
25 not plan confirmation, and thus the Confirmation Order did not purport to interpret the LSAs to
26 define Compass’s contractual rights under the LSAs. In other words, Compass acquired the LSAs
27 without modification of their terms.
28

1 50. On November 6, 2007, the District Court entered a Preliminary Injunction in the 892
2 Case that protected Compass from being terminated as the loan servicer under the LSAs, but enabled
3 51% or more of the direct lenders in each of the Loans to move for termination of their loan servicer.
4 The Preliminary Injunction also required Compass to hold in trust for the direct lenders, and not
5 disburse without “further order of this Court,” certain disputed funds (the “Trust Funds”).
6

7 51. For much of 2008, a District Court-approved standstill existed in the 892 Case while
8 the parties engaged in a District Court-ordered mediation process and the District Court-appointed
9 receiver analyzed the parties’ claims and sought the parties’ approval of a proposed class action
10 settlement. Those settlement efforts were ultimately unsuccessful and the litigation of the 892 Case
11 proceeded anew beginning in January 2009.
12

13 52. In February 2009, when Silar and Asset Resolution sought the approval of the District
14 Court in the 892 Case to move the Trust Funds from one account into loan specific sub-accounts for
15 greater transparency to the direct lenders, they represented that they “understand and acknowledge
16 that funds will not be distributed from these accounts without further order of the Court.”

17 53. In April 2009, pursuant to Silar’s motion, the District Court in the 892 Case
18 acknowledged, but did not approve, the substitution of Asset Resolution for Compass as the loan
19 servicer under the LSAs, but added Silar and Asset Resolution as parties to the Preliminary
20 Injunction over which it had in personam jurisdiction and for whose protection the Preliminary
21 Injunction extended. The Court added Silar to the Preliminary Injunction because it was concerned
22 that Asset Resolution was “just a shell” being interposed to protect Silar from liability, and to make
23 clear that the termination of the loan servicing rights under the LSAs would also eliminate any
24 interest that Silar had in those rights.
25

26 54. On July 6, 2009, the District Court made summary judgment rulings from the bench
27 in the 892 Case that were adverse to the loan servicer under the LSAs. Those summary judgment
28 rulings were later memorialized in written orders issued on September 18, 2009, and August 4, 2010.

1 Specifically, the District Court ruled that, pursuant to the compensation provisions of the LSAs, the
2 loan servicer was not entitled to collect default interest and late charges as servicing compensation in
3 connection with the Loans if the amount ultimately collected was less than the full principal amount
4 of the Loans. The District Court also ruled that the loan servicer under the LSAs was not entitled to
5 collect default interest and late charges as servicing compensation directly from the direct lenders.
6 The District Court further ruled that, for each of the Loans, the loan servicer under the LSAs was
7 entitled to receive only one accrued annual servicing fee, to be calculated by multiplying the
8 weighted average of the servicing fee percentages specified in the applicable LSAs for one year by
9 the total amount ultimately collected on the Loans. Finally, the District Court ruled that the loan
10 servicer under the LSAs was the direct lenders' fiduciary when handling any monies it collected on
11 the Loans.
12

13
14 55. On August 28, 2009, the District Court in the 892 Case approved the conveyance of
15 title to the collateral securing the "Gess" Loan based on a sale price of \$8.5 million, and determined
16 that Asset Resolution was entitled to recover a total of only approximately \$1.5 million in servicing
17 fees and advances from those sale proceeds, including only \$94,000 as a servicing fee. Asset
18 Resolution had claimed that under the LSAs it was entitled to retain all those sale proceeds (after
19 paying off a tax lien in the amount of approximately \$2 million).
20

21 56. On October 14, 2009, Debtors commenced the Bankruptcy Cases under chapter 11 of
22 the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York.

23 57. In its accompanying Statement of Financial Affairs, Asset Resolution disclosed under
24 penalty of perjury that, on September 3, 2009, it disbursed approximately \$950,460 of those Trust
25 Funds to itself – without further order of the District Court in the 892 Case.

26 58. On November 24, 2009, venue of the Bankruptcy Cases was transferred from New
27 York to the District of Nevada.
28

1 59. At an evidentiary hearing held in the Bankruptcy Cases on December 14, 2009, Tai
2 testified that the principals of Silar are the primary owners of SOS and, therefore, SOS is an
3 “affiliate” of Silar because Silar wholly owns Asset Resolution.

4 60. On January 5, 2010, the District Court from the bench immediately withdrew the
5 reference to the entirety of the Bankruptcy Cases, and modified the automatic stay to allow the 892
6 Case to proceed to a final conclusion. On January 25 and 28, 2010, the District Court issued written
7 orders in the Bankruptcy Cases withdrawing the reference and modifying the automatic stay,
8 respectively.

9 61. On January 19, 2010, the District Court ruled from the bench that it was immediately
10 converting the Bankruptcy Cases. On January 29, 2010, the District Court entered its nunc pro tunc
11 “Conversion Order,” pursuant to which the Bankruptcy Cases were converted to chapter 7 cases
12 under the Bankruptcy Code, and William A. Leonard, Jr. was appointed as bankruptcy trustee.

13 62. On January 21, 2010, the District Court entered its “Termination Order” in the 892
14 Case, pursuant to which it concluded that more than 51% of the direct lenders in 29 outstanding
15 Loans had terminated Compass and Asset Resolution as their loan servicers under the LSAs. The
16 District Court determined that good cause was not needed to terminate Compass and Asset
17 Resolution as the loan servicers under the LSAs because, pursuant to Nevada’s “51% Rule,” the
18 direct lenders always retained management control of their Loans by being able to designate a new
19 loan servicer upon the approval of at least 51% of the direct lenders in each of the Loans.

20 63. On January 25, 2010, the District Court vacated its Preliminary Injunction entered in
21 the 892 Case. That order was subsequently stayed pending appeal by the Ninth Circuit Court of
22 Appeals.

23 64. On February 8, 2010, the District Court entered in the Bankruptcy Cases its “51%
24 Rule Order” specifying how the direct lenders were to implement the 51% Rule under Nevada law to
25 reclaim management control of their outstanding Loans. The District Court subsequently approved
26
27
28

1 the assumption of the servicing of 27 outstanding Loans by new servicing agents approved by at
2 least 51% of the direct lenders, and placed the chapter 7 trustee in nominal control of the handful of
3 other outstanding Loans pending the direct lenders' approval of new servicing agents for those few
4 remaining Loans.

5
6 65. On May 25, 2010, the District Court entered in the Bankruptcy Cases its order
7 imposing sanctions against Silar, Leeds, Gracin, and Debtors' general and special bankruptcy
8 counsel for their roles in connection with the improper filing of the Bankruptcy Cases under chapter
9 11 of the Bankruptcy Code. The District Court determined that the filing of the Bankruptcy Cases
10 was undertaken in bad faith to escape its jurisdiction over the LSAs, the Loans, and the parties, and
11 was also frivolous. The District Court imposed sanctions against those parties, and in favor of the
12 direct lenders, in the total amount of \$279,615.47, as well as required Debtors' general and special
13 bankruptcy counsel to disgorge to the bankruptcy trustee their respective \$300,000 pre-petition
14 retainers. The District Court's sanctions order was subsequently stayed pending appeal upon those
15 parties depositing into the registry of the District Court separate supersedeas bonds in the amounts of
16 \$349,519.34, \$208,614.55, and \$349,519.34.

17
18 66. On June 9, 2010, the District Court entered additional summary judgment rulings in
19 the 892 Case. Among other rulings, the District Court determined that USACM, Compass, and
20 Asset Resolution were required under Nevada law to have, but lacked, valid powers of attorney to
21 service the Loans for the direct lenders. The District Court also concluded that Silar was the title
22 owner of the Purchased Assets and Compass was its loan servicing agent under the LSAs in
23 connection with the Loans. As a result, and based on the terms of the predominant "Type 4" LSAs,
24 Silar was liable for the loan servicing misconduct undertaken by Compass within the scope of its
25 agency relationship with Silar. The District Court further concluded that, pursuant to Silar's
26 assignment of its rights and interests in, and obligations under, the Purchased Assets to Asset
27 Resolution, Silar lacked standing to assert any counterclaims against the direct lenders for their
28

1 purported interference with the Purchased Assets. The District Court also determined that Silar and
2 Asset Resolution could not prevail as a matter of law on their contract and tort counterclaims against
3 the direct lenders based on the 51% Rule, Nevada law recognizing that a party may justifiably
4 exercise and act to protect its rights, and the terms of the LSAs, and because Silar and Asset
5 Resolution could not establish that the direct lenders caused their alleged damages. Finally, the
6 District Court held that the “Plaintiff LLCs” (which had commenced the 892 Case) had lost their
7 standing to sue because they had forfeited their right to transact business in Nevada.
8

9 67. On June 24, 2010, the District Court enforced the Conversion Order, requiring the
10 chapter 7 trustee to disburse the Trust Funds to the direct lenders (and limited others) because,
11 pursuant to the District Court’s summary judgment rulings in the 892 Case, the loan servicer under
12 the LSAs was not entitled to those funds as claimed servicing compensation – *i.e.*, default interest
13 and late charges – because the direct lenders had not been repaid, and those funds were insufficient
14 to repay, the entire principal balance for the particular Loans.
15

16 68. On September 13, 2010, the District Court ruled from the bench in the 892 Case that
17 it would not allow the former individual members of the Plaintiff LLCs to be substituted as named
18 party plaintiffs in the 892 Case pursuant to Federal Rule of Civil Procedure 25(c). Instead, the
19 District Court indicated that those direct lenders would have to pursue their damages claims in a new
20 lawsuit, necessitating this action.
21

22 69. The 892 Case proceeded to a jury trial on November 16, 2010. On December 14,
23 2010, a nine-person jury found Silar and/or Asset Resolution liable for breaches of contract,
24 breaches of the implied covenant of good faith and fair dealing in contract and in tort, breaches of
25 fiduciary duties, conversion, and civil conspiracy in connection with their servicing of certain Loans
26 pursuant to the LSAs. As a result, and based on the Court’s pretrial determination that Compass,
27 Blatt, and Piskun were in default and, thus, liable as a matter of law, the jury awarded Plaintiffs a
28 total of approximately \$79,000 in compensatory damages, excluding attorneys’ fees, and a total of

1 \$5.1 million in punitive damages. Defendants are collaterally estopped from contesting the jury's
2 findings of liability in connection with the Loans.

3 70. Following the jury's verdict, the District Court indicated its intention to publish a
4 declaratory judgment order discussing the ability of the direct lenders to terminate their loan
5 servicers under the LSAs without good cause pursuant to the 51% Rule, the limited loan servicing
6 compensation to which the loan servicers under the LSAs were entitled, the inability of mortgage
7 brokers and loan servicers (such as Compass, Silar, and Asset Resolution) to place their financial
8 interests in priority to those of the direct lenders, the lack of requisite powers of attorney held by the
9 loan servicers under the LSAs, the inability of Silar and Asset Resolution to pursue damages claims
10 against the direct lenders, and Silar's liability for Compass's loan servicing misconduct.
11

12 71. Based on the jury's findings and the District Court's anticipated declaratory judgment
13 order, the District Court is also expected to award substantial attorneys' fees to the prevailing
14 plaintiffs in the 892 Case pursuant to the terms of the LSAs.
15

16 **B. Defendants' Wrongful Loan Servicing Enterprise**

17 **1. Compass and Silar form their wrongful loan servicing enterprise.**

18 72. Compass and Silar operated their loan servicing enterprise from their offices, which
19 were both located at 333 7th Avenue, Third Floor, New York, New York 10001. Silar leased its
20 premises from Mezei, who owned that entire office space. Repotex and EGG also have their offices
21 at that same address.
22

23 73. Silar funded Compass's acquisition of the Purchased Assets pursuant to a certain
24 Master Repurchase Agreement ("MRA") and various related instruments, resulting in Silar obtaining
25 ownership of the Purchased Assets and Compass servicing the Loans on behalf of the direct lenders
26 as the loan servicing agent of Silar, as the District Court determined as a matter of law in the 892
27 Case. The MRA was structured and negotiated by Fragin, who had a long history of business
28 dealings and lending relationships with Mezei.

1 74. Silar's initial funding of Compass's acquisition of the Purchased Assets was based
2 on: (i) a "first tier" financing of \$38 million, pursuant to which an \$18.5 million investment was
3 made by the Gottex ABL Master Fund, another \$18.5 million investment was made by the Gottex
4 ABL Cayman Fund, and Silar Advisors, LP contributed \$1 million (all of which accrued 18%
5 interest per annum); (ii) a "second tier" financing of \$12.5 million, pursuant to which Silar Special
6 Opportunities Fund, LP funded \$10 million as "Class A Preferred," with 27.5% compounded
7 monthly interest, and funded another \$2.5 million as "Class B Preferred," with 30% compounded
8 monthly interest; and (iii) a "third tier" financing of \$1.8 million by Compass USA Holding, LLC.

9
10 75. Pursuant to a Global Paying Agency Agreement, such initial funding was to be repaid
11 in accordance with that three tier financing, such that the first tier would be repaid first and the third
12 tier would be repaid last. The repayment of the second and third tiers would be to Silar and
13 Compass in accordance with their limited partnership interests in Compass USA, LP. Silar Special
14 Opportunities Fund, LP and Compass USA Holding, LLC were the limited partners of Compass
15 USA, LP. SSOP, LLC succeeded to Silar Special Opportunities Fund, LP's interest in Compass
16 USA, LP in or about September 2008.

17
18 76. After its original funding source dropped out in late January 2007, Compass was
19 desperate to secure funding to complete its acquisition of the Purchased Assets and not lose its non-
20 refundable \$6 million good faith deposit. Thus, Compass agreed to the extreme funding and
21 repayment terms offered by Silar. That arrangement compelled Compass and Silar to undertake
22 their wrongful loan servicing enterprise to realize any profits from the acquisition of the Purchased
23 Assets.
24

25 **2. Compass was a corporate labyrinth directed and overseen by Mezei.**

26 77. Compass engaged in its wrongful loan servicing enterprise through a multitude of
27 separate companies. Specifically, Compass Partners, LLC assigned the Purchased Assets to
28 Compass USA SPE, LLC, an otherwise asset-less corporate shell, but purported to service the Loans

1 through its sub-servicers Compass Financial Partners, LLC (both Nevada and Delaware) and
2 Compass FP Corp., whose sole member and shareholder, respectively, are Compass Partners, LLC.
3 In addition, Compass Partners, LLC is the manager of Compass USA GP, LLC, which is the general
4 partner of Compass USA, LP, in which Compass USA Holding, LLC was a limited partner.
5

6 78. Compass was operated on a day-to-day basis by two of its principals, Piskun and
7 Blatt. Cohen and Friedman were also principals of Compass involved in, and Liu and Olson were
8 substantial participants in, the wrongful loan servicing enterprise operated by Compass.

9 79. Mezei, however, was the key principal of Compass. Mezei is the President of
10 Compass Partners, LLC. Mezei secured the funding from Silar for Compass's acquisition of the
11 Purchased Assets, and executed a personal guaranty in support of such funding. Mezei was also
12 involved in, directed, and oversaw all significant loan servicing decisions made by Compass.
13

14 **3. Silar takes control from Compass of the operation and management of the loan**
15 **servicing enterprise, which is directed and overseen by Leeds.**

16 80. In late September 2008, while the 892 Case was pending, Silar formed its wholly-
17 owned subsidiary Asset Resolution, and assigned all its rights and interests in, and obligations under,
18 the Purchased Assets, including all its causes of action in connection with the Purchased Assets, to
19 Asset Resolution. Asset Resolution then purported to foreclose on Compass's interests in the
20 Purchased Assets and assume all the rights and obligations attendant to owning the Purchased
21 Assets, including all the liabilities resulting from the loan servicing enterprise operated and managed
22 by Compass. Indeed, Asset Resolution asserted that it was entitled to recover, and pursued (and
23 continues to pursue) the recovery of, all loan servicing compensation owed to, and all servicing
24 advances made by, Compass in connection with the Loans.
25

26 81. Silar formed Asset Resolution merely to be an empty corporate shell in which Silar
27 would hold the Purchased Assets. The purpose of that corporate shell game was so Silar could
28 obtain the benefit of ownership of the Purchased Assets, while purporting to avoid the liabilities

1 incurred in connection with the Purchased Assets. Asset Resolution had no employees, and was
2 operated, administered, and controlled by Silar – primarily Leeds, Gracin, and Tai – until January
3 19, 2010, when the District Court converted the Bankruptcy Cases, which were filed under chapter
4 11 of the Bankruptcy Code on October 14, 2009, to cases under chapter 7 of the Bankruptcy Code,
5 resulting in the appointment of a bankruptcy trustee. Thus, until January 19, 2010, Asset Resolution
6 was a mere instrumentality or alter ego of Silar.
7

8 82. Also in late September 2008, because Asset Resolution was merely an empty
9 corporate shell, Silar formed SOS to act as the day-to-day sub-servicer for Asset Resolution in
10 connection with the Loans. SOS was operated, administered, and controlled by Silar, including
11 Leeds, Gracin, and Tai. Reiner was the manager of SOS. Thus, SOS was a mere instrumentality or
12 alter ego of Silar. SOS was subsequently dissolved and its assets were disbursed to Leeds, Gracin,
13 and Tai.
14

15 83. As President and CEO of Silar, Leeds was involved in, directed, and oversaw all
16 significant loan servicing decisions made by Silar (and Asset Resolution and SOS) in connection
17 with the loan servicing enterprise.

18 **4. Other professionals conspired with Compass and Silar to perpetuate their loan**
19 **servicing enterprise.**

20 84. Compass's and Silar's wrongful loan servicing enterprise was assisted by the legal
21 advice of Lomazow, who rendered erroneous legal opinions that purported to justify their
22 misconduct.

23 85. Compass's and Silar's wrongful loan servicing enterprise was assisted by
24 Windemere, which is a Nevada-licensed mortgage broker that Compass and Silar (and Asset
25 Resolution and SOS) used to sub-service the Loans in purported compliance with the District
26 Court's Preliminary Injunction in the 892 Case.
27
28

1 86. As a result of the wrongful loan servicing enterprise, Oakbridge purchased fractional
2 beneficial interests in various Loans at substantial discounts.

3 87. In or about June 2008, Repotex purchased the remaining participation interest held by
4 the Gottex ABL Master Fund in the first tier financing of the Purchased Assets for \$8,375,000. EGG
5 funded Repotex's purchase. Fragin contributed \$800,000 to EGG to fund Repotex's purchase.
6 Those transactions resulted in the disappearance of Mezei's personal guaranty in connection with the
7 Purchased Assets and the foreclosure by Asset Resolution (Silar) on Compass's interests in the
8 Purchased Assets.
9

10 88. After the formation of Asset Resolution, Silar retained and funded Great White and
11 Orrock to engage in actions that were intended to further the wrongful loan servicing enterprise.
12 Great White and Orrock served as Silar's so-called "settlement liaison" and communicator of
13 misinformation to direct lenders in an effort to induce them into selling their fractional beneficial
14 interests in the Loans to Silar at substantial discounts so Silar could reduce its potential litigation
15 liability and have the ability to interfere with resolutions of the Loans by threatening further
16 litigation.
17

18 89. Great White and Orrock performed, and continue to perform, those functions on
19 behalf of Silar because Silar (through Asset Resolution prior to October 14, 2009) paid/pays them to
20 do so, including \$50,000 on September 8, 2009. Indeed, on August 2, 2010, Orrock posted on his
21 blog that "Great White strengthens its financial base with assistance from Silar . . . [I]t would have
22 been impossible for us to continue our work . . . without the financial assistance that Silar has given
23 to the company . . . in keeping the doors open." Notably, however, on April 14, 2009, Orrock posted
24 on his blog that "[Direct Lenders] have no choice — [Great White] recommends you join the [Bickel
25 & Brewer] litigation group and see the ending of the movie. My hope, [sic] is no settlement, jury
26 trial, aggressive representation, no personal liability for litigants on our side of the ledger. . . . [T]his
27
28

1 game is just another round of Monopoly when the Silar side is trying to make all the money at the
2 expense of the other – till their broke.”

3 **5. The wrongful loan servicing enterprise seeks to defraud Plaintiffs.**

4 **a. Defendants seek to defraud Plaintiffs with respect to the “Standard**
5 **Property” Loan.**

6 90. On February 27, 2006, the Standard Property borrower executed a Promissory Note
7 Secured by Mortgage in the principal amount of \$17,750,000 that provided for an interest rate of
8 12.5% per annum. Pursuant to section 4 of the Note, all payments on the Note were to be applied
9 first toward the payment of accrued interest. As of February 16, 2007, the total remaining principal
10 balance of the Standard Property Loan was \$9,640,000. The Loan was resolved in March 2007.

11 91. Specifically, on March 20, 2007, the Standard Property borrower resolved the Loan
12 by paying: (i) the Standard Property direct lenders 100% of their outstanding principal, but no
13 accrued interest; and (ii) Silar over \$870,000 as loan servicing compensation (*i.e.*, default interest,
14 late charges, and other fees) that was purportedly owed to the loan servicer under the LSAs.

15 92. The Standard Property borrower made that payment to Silar pursuant to a secret “side
16 deal” that was not disclosed in the letter, dated March 7, 2007, that Compass sent through the United
17 States mail to the Standard Property direct lenders in which they were asked to, and did, consent to
18 the repayment of 100% of the outstanding principal, but no accrued interest, in full satisfaction of the
19 Loan. The intent of the letter was to avoid paying additional collected sums to the Standard Property
20 direct lenders as accrued regular interest as required by section 4 of the Note.

21 93. In fact, on May 18, 2007, Compass sent through the United States mail its first loan
22 status report to the direct lenders. In that report, Compass discussed the Standard Property Loan as
23 one of its “Loan Payoff Successes,” stating in full: “The Borrower paid 100% of the Unpaid
24 Principal Balance with the consent of 100% of the Direct Lenders, as provided by the Loan
25 Agreement and Loan Servicing Agreement. This settlement also retired a lawsuit filed against the
26
27
28

1 Direct Lenders by the Borrower.” Again, Compass did not disclose to the Standard Property direct
2 lenders the existence of the secret side deal that resulted in the Standard Property borrower paying
3 over \$870,000 to Silar instead of the Standard Property direct lenders as required by section 4 of the
4 Note.

5
6 **b. Defendants seek to defraud Plaintiffs with respect to the “Fiesta Oak Valley” Loan.**

7 94. USACM originated the Fiesta Oak Valley Loan in June 2004. As of February 16,
8 2007, the unpaid principal balance of the Loan was \$20,500,000 and accrued regular interest was
9 approximately \$6,600,000.

10
11 95. On March 2, 2007, counsel for Vindrauga Corporation, an affiliate of Debt
12 Acquisition Company of America, sent a letter to Compass purporting to terminate Compass as the
13 loan servicer of the Fiesta Oak Valley Loan pursuant to the “Surviving Section 3 Right” set forth in
14 the Bankruptcy Court’s Confirmation Order. The letter advised Compass that more than 51% of the
15 fractional beneficial interest in the Fiesta Oak Valley Loan had elected to substitute Vindrauga for
16 Compass as the loan servicer for the Loan.

17
18 96. On March 23, 2007, Compass sent through the United States mail a letter to the Fiesta
19 Oak Valley direct lenders in which it stated that a third party wanted to purchase their fractional
20 beneficial interests in the Loan in an amount that was 91% of the unpaid principal balance, which
21 was equivalent to a 68% discount because the offer did not include payment for the entire principal
22 balance or any accrued regular interest. That third party was Oakbridge.

23 97. On March 22, 2007, however, the Fiesta Oak Valley borrower had informed Compass
24 that it intended to pay off the Fiesta Oak Valley Loan in full by July 2007. In an internal e-mail,
25 Compass recognized that the disclosure of that information to the Fiesta Oak Valley direct lenders
26 would make it more difficult to purchase their fractional beneficial interests in the Fiesta Oak Valley
27
28

1 Loan at a substantial discount. As a result, Compass schemed to misrepresent the status and value of
2 the Fiesta Oak Valley Loan to the Fiesta Oak Valley direct lenders.

3 98. On April 4, 2007, Compass sent through the United States mail a loan status report to
4 the Fiesta Oak Valley direct lenders which misrepresented the status and value of the Fiesta Oak
5 Valley Loan and indicated that expensive foreclosure efforts against the borrower would likely need
6 to be initiated. Specifically, Compass knew that the Fiesta Oak Valley borrower was intending to
7 pay off the Loan in full and that the value of the collateral securing the Loan exceeded
8 \$200,000,000. Compass, however, failed to disclose that information to the Fiesta Oak Valley direct
9 lenders.
10

11 99. As of March 14, 2007, Compass was not a direct lender in the Fiesta Oak Valley
12 Loan. However, by early May 2007, Compass, Oakbridge, and Mezei had acquired more than 51%
13 of the fractional beneficial interests in the Fiesta Oak Valley Loan, precluding Vindrauga from
14 exercising the Surviving Section 3 Right to terminate Compass as the loan servicer for the Loan.
15 Compass, Oakbridge, and Mezei acquired that fractional beneficial interest in the Fiesta Oak Valley
16 Loan at a substantial discount as a result of Compass's misrepresentations to the Fiesta Oak Valley
17 direct lenders, to their financial detriment.
18

19 100. Silar funded Compass's acquisition of fractional beneficial interests in the Fiesta Oak
20 Valley Loan. Silar did so after being notified by Compass of the true status and value of the Fiesta
21 Oak Valley Loan. Silar thereafter purchased the more than 51% fractional beneficial interest in the
22 Fiesta Oak Valley Loan held by Compass, Oakbridge, and Mezei, and then sold that interest for a
23 substantial profit, to the financial detriment of the Fiesta Oak Valley direct lenders.
24

25 c. **Defendants seek to defraud Plaintiffs with respect to the "Shamrock"**
26 **Loan.**

27 101. On March 23, 2007, Compass sent a misleading letter through the United States mail
28 to the Shamrock direct lenders seeking their approval to accept a "third party" offer to purchase the

1 Shamrock Loan for 88% of the outstanding principal balance and no accrued interest. That third
2 party was Oakbridge. That letter was misleading because Compass knew, but did not disclose, that
3 the buyer was willing to pay 100% of the Shamrock direct lenders' outstanding principal balance
4 and all accrued interest, plus certain other fees. That letter was also misleading because it did not
5 disclose that the collateral securing the Shamrock Loan was worth millions of dollars more than the
6 unpaid principal balance. Compass had such knowledge because it had negotiated an agreement
7 with the third party pursuant to which the third party would purchase the Shamrock property in a
8 foreclosure sale for the entire value of the Loan, *i.e.*, for the outstanding principal balance and all
9 due and owing accrued interest, default interest, late fees, and other fees.

11 102. When only some Shamrock direct lenders accepted the 88% purchase offer, Compass
12 proceeded to foreclose on the Shamrock property to effectuate the sale to the third party. Silar aided
13 this scheme by providing funds to Compass to remove a tax lien that would have prevented Compass
14 from initiating foreclosure proceedings and effectuating the foreclosure sale to the third party in full
15 satisfaction of the amounts due and owing in connection with the Shamrock Loan.

17 103. On February 15, 2008, Compass sent a letter through the United States mail that
18 requested the consent of the Shamrock direct lenders to sell the Shamrock property for
19 \$15,319,235.00, as well as approve a proposed *pari passu* disbursement of the sales proceeds
20 between the Shamrock direct lenders and Compass. The letter stated that if at least 51% of the direct
21 lenders consented to the sale, Compass would place in escrow the disputed sales proceeds for those
22 direct lenders who did not approve the proposed *pari passu* disbursement of the sales proceeds.

24 104. In March 2008, after receipt of the sales proceeds, Compass never provided the
25 Shamrock direct lenders with an accounting of the Shamrock sales proceeds, including who accepted
26 the proposed *pari passu* disbursement, how much money was taken by Compass, or on what basis
27 such funds were taken by Compass. Instead, Compass wrongfully retained possession of
28 approximately \$2.3 million from the sale of the Shamrock property to which it was not entitled.

1 105. Pursuant to the Shamrock Promissory Note, all payments on the Shamrock Loan were
2 to be applied first to accrued regular interest, then to unpaid collection costs and late charges, and
3 any remaining amount to outstanding principal. Moreover, the loan servicer under the LSAs was not
4 entitled to any late charges or default interest unless those sums were “collected from the borrower,”
5 rather than, like here, from a third party pursuant to a foreclosure sale.
6

7 **d. Defendants seek to defraud Plaintiffs with respect to the “Anchor B”**
8 **Loan.**

9 106. On May 31, 2005, USACM originated a loan in the amount of \$5,850,000 to Anchor
10 B, LP.

11 107. On January 14, 2008, Compass foreclosed on the Anchor B property on behalf of the
12 Anchor B direct lenders.

13 108. In September 2009, through the use of interstate wires, Asset Resolution, by Reiner
14 and SOS, sought, and purported to obtain, the verbal consent of at least 51% of the Anchor B direct
15 lenders to sell the Anchor B property to a third party buyer for \$1.9 million. Because it purported to
16 have the consent of at least 51% of the Anchor B direct lenders, Asset Resolution sold the Anchor B
17 property for \$1.9 million on September 30, 2009.
18

19 109. Asset Resolution, however, lacked the consent of at least 51% of the Anchor B direct
20 lenders to sell the Anchor B property. Three Anchor B direct lenders – who accounted for 6.43% of
21 that purported 51% verbal authorization to sell the Anchor B Property – actually voted against the
22 sale of the Anchor B property several days prior to September 30, 2009.

23 110. After the sale of the Anchor B Property was consummated, Asset Resolution
24 improperly claimed all the net sale proceeds in the amount of \$457,526.36 as a purported “base
25 servicing fee,” and paid \$374,102.43 of those proceeds to its then-litigation counsel Greenberg
26 Traurig LLP for “September and October,” even though Greenberg Traurig was not the responsible
27 counsel for the Anchor B property.
28

e. **Defendants seek to defraud Plaintiffs with respect to the “Gramercy” Loan.**

111. On June 25, 2004, USACM originated a loan to Gramercy Court, Ltd. that eventually totaled \$34,885,500. On April 1, 2008, Compass, on behalf of the Gramercy direct lenders, foreclosed on the Gramercy property, which is a 220-unit condominium project that is comprised of two five-story buildings each containing 110 condominium/apartment units.

112. Following the foreclosure of the Gramercy property, Compass and Silar (through Asset Resolution, SOS, and Windemere) wrongfully allowed tax liens to be asserted in the total amount of approximately \$2.6 million, mechanic’s liens to be asserted in the total amount of approximately \$1.7 million, and liability insurance to lapse. Compass and Silar (through Asset Resolution, SOS, and Windemere) also overstated the amount of those liens and taxes in written correspondence sent through the United States mail to the Gramercy direct lenders, including a letter sent by Silar (through Asset Resolution, SOS, and Windemere) on December 19, 2008.

113. Although the Gramercy property generated excess cash flow of between approximately \$40,000 - \$60,000 per month, only one of the two buildings was being leased. That is because Compass and Silar (through Asset Resolution, SOS, and Windemere) had erroneously informed the Gramercy direct lenders by interstate wire communications that it would require \$5 million to get the second building ready to lease, which was cost prohibitive, and therefore advised that the Gramercy direct lenders should sell the Gramercy property. Specifically, Piskun made such statements on at least three conference calls with the Gramercy direct lenders, which were conducted on September 27, 2007, January 24, 2008, and January 28, 2008.

114. In fact, the cost to get the second building ready to lease may have been as little as approximately \$700,000, which the Gramercy direct lenders discovered for the first time during the Gramercy transfer of loan servicing/sale proceedings held in July and August 2010. Thus,

1 Defendants' actions resulted in the Gramercy direct lenders losing years of substantial rental income
2 that would have been realized from the completion of the second building.

3 115. In addition, instead of the cash realized from the Gramercy property being paid to the
4 Gramercy direct lenders as rental income or used to pay the property taxes and the mechanic's liens,
5 Defendants have wrongfully taken, and not accounted for, the cash generated by the Gramercy
6 property to the financial detriment of the Gramercy direct lenders.
7

8 **f. Defendants seek to defraud Plaintiffs with respect to the "Trust Funds."**

9 116. The Preliminary Injunction entered in the 892 Case required the loan servicers under
10 the LSAs to escrow, and not disburse except upon further order of the District Court, the Trust
11 Funds. Silar and Asset Resolution subsequently acknowledged that they were bound by that
12 requirement when they sought and successfully obtained in the 892 Case the District Court's
13 approval to move the Trust Funds from one account into specific sub-accounts for the Loans for
14 greater transparency to the direct lenders.
15

16 117. On September 3, 2009, however, Asset Resolution wrongfully paid itself \$950,439.32
17 from the Trust Funds as purported loan servicing compensation to which it was not entitled. Asset
18 Resolution did so without further order of the District Court, as required by the Preliminary
19 Injunction entered in the 892 Case. Asset Resolution did not provide any notice that it took those
20 funds until it disclosed those disbursements in its Statement of Financial Affairs, which was filed in
21 conjunction with the commencement of the Bankruptcy Cases on October 14, 2009.
22

23 **C. Defendants' Additional Loan Servicing Misconduct**

24 **1. Defendants generally engaged in extensive loan servicing misconduct.**

25 118. As described herein, Defendants engaged in extensive loan servicing misconduct,
26 individually and in concert, to enrich themselves to the financial detriment of the direct lenders.
27 Silar is vicariously liable for the loan servicing misconduct described herein that its servicing agent
28 Compass perpetrated within the scope of its agency relationship with Silar. Silar is also liable for the

1 loan servicing misconduct described herein that was undertaken by Asset Resolution and SOS as
2 they were mere instrumentalities or alter egos of Silar. Compass and Silar are also liable for any
3 loan servicing actions taken or not taken by their sub-servicers.

4
5 119. Defendants purported to act as the direct lenders' loan servicers in connection with
6 the Loans even though they lacked the required powers of attorney to do so. Given the lack of such
7 authority, Defendants wrongfully took actions and incurred obligations and liabilities on behalf of
8 the direct lenders in connection with the Loans. Defendants' lack of such authority also precludes
9 Defendants from pursuing claims for recovery of purported loan servicing compensation owed to
10 them pursuant to the LSAs in connection with the Loans.

11
12 120. Defendants failed to act in compliance with their fiduciary duties to the direct lenders
13 when handling funds in connection with the Loans. Among other things, Defendants wrongfully
14 took and retained funds as purported loan servicing compensation to which they were not entitled,
15 and have not properly accounted for funds received in connection with the Loans.

16
17 121. In addition, Defendants failed to act in accordance with their contractual and statutory
18 obligations to obtain the consent of at least 51% of the direct lenders in the Loans to take actions on
19 their behalf in connection with the Loans. Among other things, Defendants failed to seek such
20 consent in connection with proposed discounted payoffs made by borrowers, the pursuit of
21 foreclosure proceedings, the modification of the terms of the Loans, the sale of foreclosed-upon
22 collateral securing the Loans, and advances made to borrowers and other third parties related to the
23 Loans.

24
25 122. Defendants failed to act in accordance with their contractual and statutory obligations
26 to disclose all proposed discounted payoffs made by the borrowers to the direct lenders, and to
27 accept all proposed discounted payoffs that more than 51% of the direct lenders instructed
28 Defendants to accept on their behalf. Defendants failed to disclose and accept such proposed

1 discounted payoffs because they did not include millions of dollars in default interest, late charges,
2 and other fees to which Defendants wrongfully claimed to be entitled.

3 123. Defendants failed to evaluate and resolve the defaulted Loans in a timely manner
4 when the direct lenders were enjoined by the Preliminary Injunction from doing so because
5 Defendants intended for the Loans to accrue additional amounts of default interest and late charges
6 to which Defendants wrongfully claimed to be entitled. Indeed, although Compass paid \$8 million
7 for the loan servicing rights under the LSAs on February 16, 2007, Compass claimed to be entitled
8 to more than \$120 million in loan servicing compensation in connection with the Loans in an
9 accounting filed with the District Court on November 15, 2007. As a result, the value of the
10 collateral securing the Loans depreciated substantially when the economy and the commercial real
11 estate market subsequently experienced a significant downturn, causing Plaintiffs to suffer millions
12 of dollars in damages across the portfolio of outstanding Loans.
13
14

15 **2. Defendants engaged in loan servicing misconduct in connection with the “Lerin**
16 **Hills” Loan.**

17 124. In December 2005, USACM originated a \$10,350,000 loan to Lerin Hills, Ltd. that
18 was secured by a second lien on certain real estate. USACM and the Lerin Hills borrower
19 subsequently negotiated a settlement payoff pursuant to which the borrower agreed to pay
20 \$9,552,824.38, which amounted to 93% of the principal balance on the Loan, and USACM (on
21 behalf of the direct lenders for that Loan) agreed to waive repayment of \$797,175.62 in principal,
22 \$677,860.24 in unrecovered interest, and \$5,120,000.00 in an unrecovered exit fee payable to
23 USACM. All the Lerin Hills direct lenders approved the settlement payoff, and Judge Riegler
24 approved the settlement payoff by order dated December 12, 2006. USACM notified Compass of
25 the order approving the settlement payoff.
26

27 125. Notwithstanding Judge Riegler’s order authorizing USACM to settle the Lerin Hills
28 Loan, no settlement payment was ever received in connection with that Loan. Instead, Compass

1 subsequently refused to accept the Lerin Hills borrower's attempts to make the agreed settlement
2 payment in full satisfaction of its obligations under the Lerin Hills Loan. Compass demanded that
3 the Lerin Hills borrower make a payoff for all sums due and owing on the Lerin Hills Loan in the
4 total amount of \$17,306,947.38, which included late fees, default interest, and the \$5.12 million exit
5 fee payable to Compass that USACM had previously agreed to waive. Compass specifically told the
6 Lerin Hills borrower that it did not care about Judge Riegler's order approving the settlement payoff
7 or if the Lerin Hills project "burned" because Compass did not purchase USACM's loan servicing
8 rights for charity but to make money. Compass also recognized that the Lerin Hills borrower's
9 failure to acquiesce to its demand to pay an exit fee would result in the Lerin Hills direct lenders
10 losing their money.
11

12 126. When the Lerin Hills borrower refused to accede to Compass' settlement payoff
13 demands, Compass moved to foreclose on the Lerin Hills Loan. Although Compass subsequently
14 withdrew its notice of foreclosure, the damage had already been done. Specifically, as Compass was
15 aware, the Lerin Hills Loan was a second lien subordinate to a first lien and an intercreditor
16 agreement with Wachovia Bank. By initiating foreclosure proceedings while the first lien was still
17 outstanding, Compass triggered Wachovia's right to accelerate its own loan and foreclose on the
18 property. Wachovia then sold its first lien rights to another party, which pursued its foreclosure
19 rights, eliminating all the direct lenders' equity in the property as second lienholders and resulting in
20 a total loss to the Lerin Hills direct lenders.
21
22

23 **3. Defendants engaged in loan servicing misconduct in connection with the "Bay**
24 **Pompano" Loan.**

25 127. In June 2005, USACM originated a \$32 million loan to Bay Pompano Beach, LLC.
26 On April 3, 2007, the Bay Pompano borrower made a written settlement proposal to Compass,
27 stating that it would pay the full remaining principal balance, all outstanding accrued ordinary
28

1 interest, and an exit fee in the amount of \$320,000, but not default interest or late fees. Compass,
2 however, did not notify the Bay Pompano direct lenders of that settlement proposal.

3 128. By certified letter dated April 13, 2007, a Bay Pompano direct lender, on behalf of at
4 least 51% of the direct lenders in that Loan, requested that Compass accept the borrower's settlement
5 proposal of April 3, 2007. Compass did not respond to that letter. Instead, by letter dated April 25,
6 2007, counsel for Compass wrote the Bay Pompano borrower, advising that the amount then due and
7 owing included (i) the principal balance of \$14,682,911.51, (ii) ordinary and default interest totaling
8 \$2,621,593.40, (iii) late fees totaling \$877,526.24, and (iv) exit fees totaling \$320,000.00; and
9 demanding that the borrower immediately assign to Compass all rents, income, and profits generated
10 by the collateralized property.
11

12 129. A loan status report for the Bay Pompano Loan, dated June 8, 2007, indicated that, on
13 May 17, 2007, the Bay Pompano borrower purportedly made a settlement offer of \$15,689,122.00,
14 and Compass would be requesting that the Bay Pompano direct lenders accept a discounted payoff
15 resulting in them receiving approximately 90% of the principal balance and waiving accrued interest.
16 Thus, according to that loan status report, Compass purportedly would propose that the Bay
17 Pompano direct lenders accept the Bay Pompano borrower's settlement offer if Compass could
18 retain more than \$2 million in fees and default interest. Compass, however, never conveyed the
19 borrower's settlement offer to the Bay Pompano direct lenders. Instead, without the consent of the
20 Bay Pompano direct lenders, Compass chose to foreclose on the Bay Pompano Loan because the
21 Bay Pompano borrower purportedly "was not willing to make a full repayment of the loan which left
22 Compass with no choice but to foreclose." As a result of Compass's wrongful foreclosure action
23 against the Bay Pompano borrower, the direct lenders were damaged.
24
25
26
27
28

1 **4. Defendants engaged in loan servicing misconduct in connection with the “Fox**
2 **Hills” and “Eagle Meadows” Loans.**

3 130. In October 2005 and January 2006, USACM originated loans to Fox Hills 216, LLC
4 and Eagle Meadows Development, respectively, in the total principal amount of between \$57 and
5 \$58 million. The Fox Hills and Eagle Meadows Loans were made in connection with the same real
6 estate development project in Los Banos, California, and to borrowers having the same principal.

7 131. The total amount of principal and accrued interest due and owing on the Fox Hills
8 and Eagle Meadows Loans was \$58 million as of November 2006, and \$62.3 million as of March
9 2007. A lien in the amount of \$3.3 million against certain property that was paid by Compass
10 increased the total amount due and owing on the Fox Hills and Eagle Meadows Loans to \$65.6
11 million.

12 132. In late December 2006, the principal of the Fox Hills and Eagle Meadows borrowers
13 met with Compass representatives, including Piskun, regarding the two Loans. At that meeting,
14 Compass stated that it was “now in control of the Loans and that all decisions would be made by
15 them and no one else and therefore [the principal of the Fox Hills and Eagle Meadows borrowers]
16 was to talk solely with them about the resolution of the Loans.” Compass also invited the principal
17 of the Fox Hills and Eagle Meadows borrowers to submit a settlement proposal to pay off the two
18 Loans.

19 133. Pursuant to Compass’ invitation, the principal of the Fox Hills and Eagle Meadows
20 borrowers subsequently made four settlement payoff proposals to Compass. The final payoff
21 proposal to Compass was for \$65 million, which the principal of the Fox Hills and Eagle Meadows
22 borrowers believed to be an amount sufficient to pay off the principal balance and all accrued
23 interest on the two Loans.

24 134. Although the principal of the Fox Hills and Eagle Meadows borrowers repeatedly
25 asked Compass for its calculation of the total amount of principal and accrued interest due and
26 27 28

1 owing on the two Loans, Compass neither provided him with its breakdown of the total amount due
2 and owing on the Loans, nor responded to any of his four loan settlement payoff proposals.

3 135. Instead, on or about March 5, 2007, Compass provided the principal of the Fox Hills
4 and Eagle Meadows borrowers with a settlement payoff proposal for the two Loans in the total
5 amount of more than \$70 million. Despite the request of the principal of the Fox Hills and Eagle
6 Meadows borrowers, Compass never provided him with a breakdown of the \$70 million figure,
7 including how much of the proposed settlement payoff comprised default interest and late charges.
8

9 136. Upon learning of the \$65 million settlement payoff proposal made by the principal of
10 the Fox Hills and Eagle Meadows borrowers, approximately 75% of the Fox Hills and Eagle
11 Meadows direct lenders sent a written demand to Compass to accept the \$65 million settlement
12 payoff proposal.
13

14 137. Notwithstanding that directive by more than 51% of the Fox Hills and Eagle
15 Meadows direct lenders, Compass refused to accept the \$65 million settlement payoff proposal
16 because that proposal was purportedly \$9 million too low to repay the full principal balance of the
17 Fox Hills and Eagle Meadows Loans. In other words, Compass refused to accept the settlement
18 payoff proposal because it did not include default interest, late charges, and other fees to which
19 Compass wrongly claimed to be entitled. Compass acknowledged as much to one of the Fox Hills
20 and Eagle Meadows direct lenders, and also confirmed that it was “unwilling to compromise.”
21

22 138. Compass’s actions caused substantial damages to the Fox Hills and Eagle Meadows
23 direct lenders.

24 **5. Defendants engaged in loan servicing misconduct in connection with the**
25 **“Harbor Georgetown” Loan.**

26 139. In August 2004, USACM originated a loan in the amount of \$8,800,000 to Harbor
27 Georgetown, L.L.C.
28

1 140. In or about March 2008, the Harbor Georgetown direct lenders instructed Compass to
2 accept on their behalf the Harbor Georgetown borrower's proposed settlement payoff in the amount
3 of \$7,750,000 in full satisfaction of the Harbor Georgetown Loan.

4 141. Compass wrongfully refused to accept that proposed settlement payoff on behalf of
5 the Harbor Georgetown direct lenders because one direct lender refused to consent to the proposed
6 settlement payoff and Compass maintained that 100% approval was required for it to accept the
7 proposed payoff.

8 142. As a result of Compass's failure to accept that proposed settlement payoff, the Harbor
9 Georgetown direct lenders subsequently lost approximately \$5.2 million when the Harbor
10 Georgetown Loan was sold on April 9, 2010, to a third party for \$2,517,569.17.

11
12 **6. Defendants engaged in loan servicing misconduct in connection with the**
13 **"Castaic" Loans.**

14 143. In September 2004, July 2005, and September 2005, USACM originated three related
15 Loans to Castaic Partners, LLC, Castaic Partners II, LLC, and Castaic Partners III, LLC
16 (collectively, "Castaic") in the total amount (including additional borrowings) of more than \$32
17 million. The three Castaic Loans were personally guaranteed by William Barkett ("Barkett").

18 144. In January 2010, Castaic and Barkett sued the Castaic direct lenders, as well as
19 Compass and Silar, for damages caused by Compass, Silar, and Asset Resolution, as agents for the
20 Castaic direct lenders, in connection with the Castaic Loans (the "Castaic Lawsuit"). Castaic and
21 Barkett also sought a declaration that the Castaic Loans and the Barkett personal guarantees are
22 unenforceable.

23 145. As a result of the Castaic Lawsuit, the Castaic direct lenders have had to retain legal
24 counsel to pursue and defend their property rights and interests.

25 146. The Castaic direct lenders are entitled to reimbursement and/or indemnification for
26 their legal fees and costs incurred in connection with the Castaic Lawsuit, as well as for any damages
27
28

1 for which they are held liable in the Castaic Lawsuit as a result of any unauthorized actions taken by
 2 Compass, Silar, and Asset Resolution.

3 147. The Castaic direct lenders are also entitled to damages for any losses resulting from
 4 the declaratory relief being sought by Castaic and Barkett in the Castaic Lawsuit.

5
 6 **7. Defendants engaged in loan servicing misconduct in connection with the**
wrongful foreclosure of the four “Suttles Loans.”

7 148. Without the authorization of at least 51% of the direct lenders, Compass wrongfully
 8 pursued foreclosure proceedings in connection with the four Loans made to entities controlled by
 9 Tracy D. Suttles, namely, the Anchor B, Gess, Gramercy, and Shamrock Loans. Compass
 10 wrongfully pursued those unauthorized foreclosure actions so it could obtain title to, and realize a
 11 substantial return from a pre-arranged sale to a third party of, the valuable Shamrock property.

12 149. As a result of those unauthorized foreclosure actions, the Suttles Loans direct lenders
 13 were required to pay \$1.1 million to settle Suttles’s wrongful foreclosure claims.

14
 15 **8. Defendants engaged in loan servicing misconduct in connection with other**
 16 **Loans.**

17 150. Compass misapplied principal payments made by the “Palm Harbor” and “The
 18 Gardens” borrowers to fees allegedly due to Compass as the loan servicer. By those actions,
 19 Compass put those Loans into default, causing the Palm Harbor and The Gardens direct lenders to
 20 lose substantial sums to which they were entitled.

21 151. Compass retained Citron to be its Florida subservicer with respect to the “Lake Helen
 22 Partners” Loan. Compass, Silar, and Asset Resolution were responsible for all actions taken or not
 23 taken by Citron under the LSAs. In April 2009, after acquiring title to the Lake Helen Partners
 24 property upon the completion of foreclosure proceedings, Citron, without the authorization to do so,
 25 sold approximately 7.6 acres of the property for \$200,000. The Lake Helen Partners direct lenders
 26 have not been paid their fractional share of those sale proceeds. Citron has disbursed its assets,
 27 including the \$200,000 payment, to the Citron Defendants.
 28

1 152. In furtherance of their efforts to collect loan servicing compensation in priority to,
2 and to the financial detriment of, the direct lenders, Compass, Silar, and Asset Resolution also
3 caused damages, including the destruction of the value of the collateral securing the Loans, to
4 Plaintiffs by their actions or omissions in connection with at least the following Loans (in addition to
5 all those Loans specifically discussed previously): “60th Street Venture,” “Amesbury,” “BarUSA,”
6 “Binford Medical,” “Brookmere,” the “Bundy” Loans, “Cabernet Highlands,” “Charlevoix,” “Clear
7 Creek Plantation,” “Collwood,” “Comvest,” “Cornman Toltec,” “Del Valle Livingston,” “Hesperia,”
8 “HFA Clearlake I,” “HFA Clearlake II,” “Huntsville,” “Margarita Annex,” “Marlton Square I,”
9 “Marlton Square II,” “Mountain House,” “Oak Shores II,” “Ocean Atlantic \$2.75MM,” “Ocean
10 Atlantic \$9.425MM,” “SoCal Land Development,” and “Ten-Ninety.”
11

12
13 **D. The Damage Done**

14 153. Plaintiffs lost substantial sums as a result of Defendants’ wrongful loan servicing
15 enterprise and additional loan servicing misconduct. Pursuant to Defendants’ loan servicing
16 enterprise, Plaintiffs sold their fractional beneficial interests in various Loans at substantial
17 discounts, and were not paid considerable proceeds from the Loans that were wrongfully taken by
18 Defendants as purported loan servicing compensation to which they were not entitled. Pursuant to
19 Defendants’ additional loan servicing misconduct, Plaintiffs lost favorable resolutions of the Loans,
20 incurred substantial liabilities in connection with the Loans, and are left with fractional beneficial
21 interests in Loans that are of marginal, if any, value.
22

23 **E. Class Allegations**

24 154. Plaintiffs bring this action against Defendants on behalf of themselves and all other
25 similarly situated direct lenders represented by Bickel & Brewer who invested in the Loans in which
26 Defendants perpetrated the loan servicing misconduct alleged herein.
27
28

1 155. This action has been brought, and may properly be maintained, as a class action
2 because there is a well-defined community of interest in the litigation and the proposed class is
3 easily ascertainable.

4 156. Numerosity: The number of the other similarly situated direct lenders represented by
5 Bickel & Brewer who want to be included in this action could be as many as an additional 1,000
6 persons. The persons in the class are so numerous that the joinder of all such persons is
7 impracticable and the disposition of their claims in a class action rather than in individual actions
8 will benefit the parties and the courts.

9 157. Common Questions Predominate: This action involves common questions of law and
10 fact to the potential class because each class member's claim derives from the same loan servicing
11 misconduct perpetrated by Defendants in connection with each of the particular Loans alleged
12 herein. The common questions of law and fact predominate over individual questions, as proof of a
13 common or single set of facts with respect to a particular Loan will establish the right of each
14 member of the class to recover as to that Loan. Among the questions of law and fact common to the
15 class are:
16

17 a) Whether Defendants breached various duties that they owed to the direct
18 lenders in connection with the Loans;
19

20 b) Whether Defendants conspired to engage in the loan servicing misconduct
21 alleged herein;
22

23 c) Whether Defendants engaged in a RICO association and engaged in a pattern
24 of activity designed to defraud Plaintiffs and the class;

25 d) Whether Defendants engaged in a "Nevada RICO" association and engaged in
26 crimes related to racketeering designed to defraud Plaintiffs and the class;

27 e) Whether Plaintiffs and the class are entitled to declaratory and other equitable
28 relief; and

1 f) Whether Plaintiffs and the class are entitled to recover compensatory,
2 consequential, treble, and/or punitive damages, plus interest and attorneys' fees.

3 158. Typicality: Plaintiffs' claims are typical of the class because Plaintiffs entered into
4 the same LSAs, and invested in the same Loans, as did the members of the class. Thus, Plaintiffs
5 and the members of the class sustained the same injuries and damages arising out of Defendants'
6 loan servicing misconduct.

7
8 159. Adequacy: Plaintiffs will fairly and adequately protect the interests of all members of
9 the class because it is in their best interests to prosecute the claims alleged herein to obtain full
10 compensation due to them for the loan servicing misconduct of which they complain. Plaintiffs also
11 have no interests that are in conflict with or antagonistic to the interests of the members of the class.
12 Plaintiffs have retained highly competent and experienced attorneys to represent their interests and
13 that of the class. No conflict of interest exists between Plaintiffs and the members of the class
14 because all questions of law and fact regarding the liability of Defendants are common to the
15 members of the class and predominate over any individual issues that may exist, such that by
16 prevailing on their own claims, Plaintiffs necessarily will establish Defendants' liability as to the
17 members of the class. Plaintiffs and their counsel have the necessary financial resources to
18 adequately and vigorously litigate this class action, and Plaintiffs and their counsel are aware of their
19 fiduciary responsibilities to the members of the class and are determined to diligently discharge
20 those duties by vigorously seeking the maximum possible recovery for the members of the class.
21

22
23 160. Superiority: There is no plain, speedy, or adequate remedy other than by
24 maintenance of this class action. The prosecution of individual remedies by members of the class
25 will tend to establish inconsistent standards of conduct for Defendants, result in the impairment of
26 the rights of the members of the class, and dispose of the interests of the members of the class
27 through actions to which they were not parties. Class action treatment will permit a large number of
28 similarly situated persons to prosecute their common claims in a single forum simultaneously,

efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Furthermore, as the damages suffered by each individual member of the class may be relatively small, the expenses and burden of individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action.

161. Nexus to Nevada: The State of Nevada has a special interest in regulating the affairs of corporations that do business here. Defendants were required to comply with Nevada law because the LSAs and the Loans were expressly governed by Nevada law, they were “mortgage brokers” within the meaning of Nevada law, and the Preliminary Injunction entered by the District Court in the 892 Case required them to employ a Nevada-licensed subservicer. In addition, the Bankruptcy Cases are pending in the District of Nevada. Accordingly, a substantial nexus exists between Defendants’ unlawful behavior and Nevada such that the Nevada courts should take cognizance of this action on behalf of a class of all other similarly situated direct lenders represented by Bickel & Brewer.

162. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

V.

CAUSES OF ACTION

A. Violations Of The Racketeer Influenced And Corrupt Organizations Act (“RICO”) Against All Defendants

163. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

164. Each of Defendants is a “person” within the meaning of 18 U.S.C. § 1961(3).

1. The enterprise.

165. Compass and Silar engaged in their wrongful loan servicing enterprise in violation of RICO beginning in March 2007. Plaintiffs did not discover that enterprise until in and after March

1 2007. Specifically, although Compass was the successful bidder for the Purchased Assets on
2 December 7, 2006, Compass did not close on its acquisition of the Purchased Assets until February
3 16, 2007, and, therefore, Compass and Silar did not formally begin to service the Loans until on and
4 after that date. Leeds and Mezei were in control of each and every aspect of the loan servicing
5 enterprise, and were assisted by each of the other Defendants. Defendants are separate and distinct
6 from the loan servicing enterprise. Thus, Defendants acted as an “enterprise” within the meaning of
7 18 U.S.C. § 1961(4) that affects interstate commerce.

9 **2. Compass and Silar engaged in a pattern of racketeering activity.**

10 166. Compass and Silar engaged in a pattern of “racketeering activity” within the meaning
11 of 18 U.S.C. § 1961(1) by committing mail fraud (in violation of 18 U.S.C. § 1341) and wire fraud
12 (in violation of 18 U.S.C. § 1343) in connection with their servicing of the Loans. Compass’s and
13 Silar’s racketeering activity constitutes a “pattern of racketeering activity” within the meaning of 18
14 U.S.C. § 1961(5) because they acted with continuity and pursuant to a scheme, with the intention to
15 defraud and avoid lawful obligations to the direct lenders, with the reasonable foreseeability that the
16 mail and wires would be used, and actually used the mail and wires to further the scheme.

17
18 167. In particular, Compass and Silar engaged in a scheme to defraud the direct lenders.
19 The purpose of their scheme was to enrich themselves by acquiring fractional beneficial interests at
20 substantial discounts, and by retaining funds obtained in connection with the Loans to which they
21 were not entitled, all to the financial detriment of the direct lenders.

22
23 168. Defendants regularly communicated with each other through personal meetings,
24 written correspondence, facsimile transmissions, and telephone conferences. To facilitate those
25 communications, Defendants utilized interstate wires, the United States Postal Service, and interstate
26 carriers.

27
28 169. Compass’s and Silar’s fraudulent scheme with respect to the direct lenders was
perpetrated through the use of the mail and interstate wires, in violation of 18 U.S.C. §§ 1341 and

1 1343. For the purpose of executing their fraudulent scheme, Compass and Silar and their
2 subordinates have committed two or more predicate acts that were related, continuous, and ongoing.
3 In particular, Defendants used the United States mail and interstate wires for telephone calls,
4 facsimile transmissions, and other electronic correspondence to defraud and mislead the direct
5 lenders in connection with their unlawful scheme related to the servicing of the Loans. In
6 connection with their scheme to avoid their lawful obligations to the direct lenders, Defendants made
7 a number of known and material misrepresentations, and omitted to disclose material information, to
8 Plaintiffs.
9

10 170. In addition, Defendants' racketeering activity constitutes a "pattern of racketeering
11 activity" within the meaning of 18 U.S.C. § 1961(5) because their use of the mail and interstate
12 wires to defraud the direct lenders was repeated multiple times.
13

14 171. In violation of 18 U.S.C. § 1962(b), Compass and Silar, through the above pattern of
15 racketeering activity, acquired and maintained control over the loan servicing enterprise, which
16 engaged in interstate commerce. Their control over the loan servicing enterprise allowed them to
17 use, operate, and transfer assets obtained in connection with the Loans to the financial detriment of
18 Plaintiffs in violation of 18 U.S.C. § 1962(b).
19

20 172. In violation of 18 U.S.C. § 1962(c), Leeds, Mezei, Cohen, Piskun, Blatt, Friedman,
21 Gracin, Tai, Windemere, Oakbridge, Citron, the Citron Defendants, SOS, Reiner, Lomazow, Great
22 White, Orrock, Fragin, Repotex, and EGG, who were employed by or associated with the loan
23 servicing enterprise, have participated in and conducted the affairs of the loan servicing enterprise
24 through the pattern of racketeering activity described above. The loan servicing enterprise, although
25 controlled by Defendants, is separate and distinct from Defendants.
26

27 173. In addition, Defendants have joined together to defraud the direct lenders and agreed
28 to commit the unlawful acts as part of the pattern of racketeering activity described above.
Defendants' activities, as demonstrated by the facts set forth above, establish Defendants' agreement

1 to knowingly participate in a collective venture toward a common goal, and thereby establish a
 2 conspiracy to commit mail fraud and wire fraud for the purpose of unlawfully defrauding Plaintiffs
 3 through a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c). Defendants'
 4 activities, therefore, violate 18 U.S.C. § 1962(d), which prohibits a conspiracy to violate 18 U.S.C. §
 5 1962(c).
 6

7 **3. Plaintiffs' damages.**

8 174. As stated above, Defendants have engaged in a pattern of racketeering activity in
 9 connection with the Loans in violation of 18 U.S.C. § 1962.

10 175. As a direct and proximate result of Defendants' violations of 18 U.S.C. § 1962,
 11 Plaintiffs have suffered and continue to suffer injuries to their property, including their interests in
 12 the Loans.
 13

14 176. Pursuant to 18 U.S.C. § 1964(c), Plaintiffs are entitled to recover threefold their
 15 actual damages, the costs of this action, and their reasonable attorneys' fees.

16 **B. Violations Of Nevada's Anti-Racketeering Law ("Nevada RICO") Against All**
 17 **Defendants**

18 177. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

19 **1. The enterprise.**

20 178. Compass and Silar engaged in their wrongful loan servicing enterprise in violation of
 21 Nevada RICO beginning in March 2007. Plaintiffs did not discover that enterprise until in and after
 22 March 2007. Specifically, although Compass was the successful bidder for the Purchased Assets on
 23 December 7, 2006, Compass did not close on its acquisition of the Purchased Assets until February
 24 16, 2007, and, therefore, Compass and Silar did not formally begin to service the Loans until on and
 25 after that date. Leeds and Mezei were in control of each and every aspect of the loan servicing
 26 enterprise, and were assisted by each of the other Defendants. Defendants are separate and distinct
 27
 28

1 from the loan servicing enterprise. Thus, Defendants acted as an “enterprise” within the meaning of
2 NEV. REV. STAT. § 207.380.

3 **2. Defendants engaged in at least two crimes related to racketeering.**

4 179. Defendants have engaged in at least two crimes related to racketeering that have the
5 same or similar pattern, intents, results, accomplices, victims or methods of commission, or are
6 otherwise interrelated by distinguishing characteristics and are not isolated incidents, within the
7 meaning of NEV. REV. STAT. § 207.390.

8 180. Pursuant to NEV. REV. STAT. § 207.360, a “crime related to racketeering” includes the
9 commission of, attempt to commit, or conspiracy to commit “[t]aking property from another under
10 circumstances not amounting to robbery,” “[e]mbezzlement of money or property valued at \$250 or
11 more,” or “[o]btaining possession of money or property valued at \$250 or more . . . by means of
12 false pretenses.” An embezzlement occurs under NEV. REV. STAT. § 205.300 when any person to
13 whom money or property has been entrusted uses or appropriates the money or property in any
14 manner or for any purpose other than that for which it was entrusted to the person. A person obtains
15 possession of money or property by false pretenses when he/she has an intent to defraud, makes a
16 false representation, induces reliance on that representation, and defrauds the victim.

17 181. In particular, Compass and Silar engaged in a scheme to defraud the direct lenders.
18 The purpose of their scheme was to enrich themselves by acquiring fractional beneficial interests at
19 substantial discounts, and by retaining funds obtained in connection with the Loans to which they
20 were not entitled, all to the financial detriment of the direct lenders.

21 182. In violation of NEV. REV. STAT. § 207.400(1)(b), Compass and Silar, through the
22 above crimes related to racketeering, acquired and maintained control over the loan servicing
23 enterprise in connection with the Loans. Their control over the loan servicing enterprise has allowed
24 them to use, operate, and transfer assets obtained in connection with the Loans to the financial
25 detriment of Plaintiffs.
26
27
28

183. In violation of NEV. REV. STAT. § 207.400(1)(c), Leeds, Mezei, Cohen, Piskun, Blatt, Friedman, Gracin, Tai, Windemere, Oakbridge, Citron, the Citron Defendants, SOS, Reiner, Lomazow, Great White, Orrock, Fragin, Repotex, and EGG, who were employed by or associated with the loan servicing enterprise, have participated in and conducted the affairs of the loan servicing enterprise through the racketeering activity described above. The loan servicing enterprise, although controlled by Defendants, is separate and distinct from Defendants.

184. In addition, Defendants have joined together to defraud the direct lenders and agreed to commit the racketeering activity described above. Defendants' activities, as demonstrated by the facts set forth above, establish Defendants' agreement to knowingly participate in a collective venture toward a common goal, and thereby establish a conspiracy to commit the racketeering activity described above within the meaning of NEV. REV. STAT. §§ 207.400(1)(b),(c). Defendants' activities, therefore, violate NEV. REV. STAT. § 207.400(1)(j), which prohibits a conspiracy to violate NEV. REV. STAT. §§ 207.400(1)(b),(c).

3. Plaintiffs' damages.

185. As stated above, Defendants have engaged in at least two crimes related to racketeering activity in connection with the Loans in violation of NEV. REV. STAT. § 207.400(1).

186. As a direct and proximate result of Defendants' violations of NEV. REV. STAT. § 207.400(1), Plaintiffs have suffered and continue to suffer injuries to their property, including their interests in the Loans.

187. Pursuant to NEV. REV. STAT. § 207.400(1), Plaintiffs are entitled to recover threefold their actual damages, the costs of this action, and their reasonable attorneys' fees incurred in the trial and appellate courts.

C. Elder Abuse Against All Defendants

188. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

1 189. Pursuant to NEV. REV. STAT. §§ 41.1395(1),(4), Defendants are liable to those
2 Plaintiffs over 60 years old that suffered a loss of money or property, caused by Defendants' use of
3 those Plaintiffs' purported powers of attorney, to service the Loans to convert those Plaintiffs'
4 money, assets, or property with the intention of permanently depriving those Plaintiffs of the
5 ownership, use, benefit, or possession of such money, assets, or property. Defendants' liability is for
6 two times the actual damages incurred by those Plaintiffs over 60 years old.
7

8 190. Pursuant to NEV. REV. STAT. § 41.1395(2), because they acted with recklessness,
9 oppression, fraud, or malice, Defendants are also liable to those Plaintiffs over 60 years old for their
10 attorneys' fees and costs.

11 **D. Breach Of Contract Against Compass And Silar**

12 191. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

13 192. Plaintiffs performed all their obligations under the LSAs, and all conditions precedent
14 to the performance of Compass and Silar (and Asset Resolution) under the LSAs were performed
15 and/or occurred.
16

17 193. Compass and Silar (and Asset Resolution) materially breached their obligations under
18 the LSAs by engaging in extensive loan servicing misconduct while lacking valid requisite powers
19 of attorney to act on behalf of the direct lenders.

20 194. As Compass was Silar's loan servicing agent under the LSAs pursuant to the MRA
21 and various related instruments, Silar is vicariously liable for Compass's breaches of the LSAs.
22

23 195. As Silar assigned the MRA and various related instruments to Asset Resolution, and
24 because Asset Resolution assumed all Compass's rights and obligations under the LSAs, Asset
25 Resolution is liable for its own, as well as Compass's, breaches of the LSAs. And as Silar assigned
26 its rights and obligations in the Purchased Assets to Asset Resolution while the 892 Case was
27 pending, Silar is liable for Asset Resolution's breaches.
28

1 196. As a result of the breaches by Compass and Silar (and Asset Resolution), Plaintiffs
2 have been damaged in accordance with their fractional beneficial interests in the Loans in an amount
3 to be determined at trial.

4 **E. Breach Of The Implied Covenant Of Good Faith And Fair Dealing Against Compass,**
5 **Silar, And Their Principals**

6 197. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

7 198. Under Nevada law, Compass and Silar (and Asset Resolution) owed Plaintiffs an
8 implied duty of good faith and fair dealing under the LSAs.

9 199. Compass and Silar (and Asset Resolution) materially breached their implied duty of
10 good faith and fair dealing under the LSAs by engaging in extensive loan servicing misconduct
11 while lacking valid requisite powers of attorney to act on behalf of the direct lenders.

12 200. As Compass was Silar's loan servicing agent under the LSAs pursuant to the MRA
13 and various related instruments, Silar is vicariously liable for Compass's breaches of its implied duty
14 of good faith and fair dealing under the LSAs.

15 201. As Silar assigned the MRA and various related instruments to Asset Resolution, and
16 because Asset Resolution assumed all Compass's rights and obligations under the LSAs, Asset
17 Resolution is liable for its own, as well as Compass's, breaches of their implied duty of good faith
18 and fair dealing under the LSAs. And as Silar assigned its rights and obligations in the Purchased
19 Assets to Asset Resolution while the 892 Case was pending, Silar is liable for Asset Resolution's
20 breaches.

21 202. In addition, because Compass and Silar (and Asset Resolution) had a fiduciary
22 relationship with the direct lenders when handling funds on account of the direct lenders, they also
23 tortiously breached the implied covenant of good faith and fair dealing in the LSAs by engaging in
24 grievous and perfidious misconduct. Pursuant to that duty, Compass and Silar (and Asset
25 Resolution) could not elevate their interests above the interests of the direct lenders for whom they
26
27
28

1 were servicing the Loans pursuant to the LSAs. For example, Compass and Silar (and Asset
2 Resolution) could not seek to retain default interest and late charges as loan servicing compensation
3 from collected funds in derogation of the right of the direct lenders to be repaid first their principal
4 and all accrued regular interest due and owing under the Loans.

5
6 203. The principals of Compass and Silar (and Asset Resolution) are also personally liable
7 for such tortious actions.

8 204. As a result of the breaches by Compass and Silar (and Asset Resolution), Plaintiffs
9 have been damaged in accordance with their fractional beneficial interests in the Loans in an amount
10 to be determined at trial.

11 **F. Breach Of Fiduciary Duty Against Compass, Silar, And Their Principals**

12 205. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

13
14 206. Compass and Silar (and Asset Resolution) owed fiduciary duties to Plaintiffs when
15 handling any monies they collected on the Loans on behalf of the direct lenders.

16 207. Compass and Silar (and Asset Resolution) breached their fiduciary duties to Plaintiffs
17 by wrongfully taking and receiving funds as purported loan servicing compensation to which they
18 were not entitled, and by not properly accounting for funds received in connection with the Loans.

19 208. As Compass was Silar's loan servicing agent under the LSAs pursuant to the MRA
20 and various related instruments, Silar is vicariously liable for Compass's breaches of fiduciary
21 duties.

22
23 209. As Silar assigned the MRA and various related instruments to Asset Resolution, and
24 because Asset Resolution assumed all Compass's rights and obligations under the LSAs, Asset
25 Resolution is liable for its own, as well as Compass's, breaches of fiduciary duties. And as Silar
26 assigned its rights and obligations in the Purchased Assets to Asset Resolution while the 892 Case
27 was pending, Silar is liable for Asset Resolution's breaches.
28

1 210. The principals of Compass and Silar (and Asset Resolution) are also personally liable
2 for such tortious actions.

3 211. As a result of the breaches by Compass and Silar (and Asset Resolution), Plaintiffs
4 have been damaged in accordance with their fractional beneficial interests in the Loans in an amount
5 to be determined at trial.

6 212. As a result of Compass's and Silar's (and Asset Resolution's) actions, Plaintiffs are
7 also entitled to an award of punitive damages in an amount to be determined at trial.
8

9 **G. Conversion Against All Defendants**

10 213. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

11 214. Defendants wrongfully and knowingly exerted dominion and control over funds
12 obtained in connection with the Loans that were supposed to be paid to the direct lenders.
13

14 215. Defendants' wrongful taking of such funds was inconsistent with, or in derogation,
15 exclusion, or defiance of Plaintiffs' rights to possession of those funds.

16 216. As a result of Defendants' conversion of those funds, Plaintiffs have suffered
17 damages in accordance with their fractional beneficial interests in the Loans in an amount to be
18 determined at trial.

19 217. As a result of Defendants' actions, Plaintiffs are also entitled to an award of punitive
20 damages in an amount to be determined at trial.
21

22 **H. Civil Conspiracy Against All Defendants**

23 218. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

24 219. Defendants acted in concert with the intention of unlawfully enriching themselves to
25 the financial detriment of the direct lenders.

26 220. As a result of Defendants' actions, Plaintiffs have been damaged in accordance with
27 their fractional beneficial interests in the Loans in an amount to be determined at trial.
28

1 221. As a result of Defendants' actions, Plaintiffs are also entitled to an award of punitive
2 damages in an amount to be determined at trial.

3 **I. Alter Ego Against Silar**

4 222. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

5 223. Asset Resolution is wholly owned by Silar, had no employees, and was formed
6 merely as a corporate shell to be, and that was, operated as a single economic entity by Silar,
7 including specifically Leeds, Gracin, and Tai.

8 224. SOS was an affiliate of Silar that was formed merely as a corporate shell to be, and
9 that was, operated as a single economic entity by Silar, including specifically Leeds, Gracin, and Tai.

10 225. Silar wrongfully and knowingly used Asset Resolution as a mere instrumentality or
11 alter ego to effectuate an injustice on the direct lenders. Silar improperly sought to use Asset
12 Resolution as a shield against the direct lenders' damages claims while purporting to obtain all the
13 benefits of ownership of the Purchased Assets.

14 226. Silar wrongfully and knowingly used SOS as a mere instrumentality or alter ego to
15 effectuate an injustice on the direct lenders.

16 227. As a result of its elaborate shell game with Asset Resolution and SOS, Silar is liable
17 to Plaintiffs for the loan servicing misconduct that it perpetrated by and through Asset Resolution
18 and SOS.

19 228. As a result of Silar's actions, Plaintiffs are entitled to an award of damages in an
20 amount to be determined at trial.

21 **J. Declaratory Judgment Against Compass And Silar**

22 229. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

23 230. Defendants are collaterally estopped from challenging the prior rulings made by the
24 District Court in the 892 Case in connection with the Loans, the LSAs, the 51% Rule, the loan
25 servicing compensation to which the loan servicer under the LSAs is entitled, the loan servicers

1 under the LSAs being “mortgage brokers” under Nevada law, the lack of requisite powers of
2 attorney held by the loan servicers under the LSAs, the inability of the loan servicers under the LSAs
3 to pursue damages claims against the direct lenders, and Silar’s liability for Compass’s loan
4 servicing misconduct.

5
6 231. Plaintiffs are entitled to a declaratory judgment that confirms that the declaratory
7 relief recognized by the District Court in the 892 Case also applies to Plaintiffs herein, and that
8 Defendants are collaterally estopped from challenging such declaratory relief.

9 **K. Constructive Trust Against All Defendants**

10 232. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

11 233. Defendants have wrongfully and inequitably taken and retained funds obtained in
12 connection with the Loans to which they are not entitled. Because it would be inequitable for
13 Defendants to retain those funds, the imposition of a constructive trust related to those funds is
14 essential to effectuate justice and to ensure the protection of Plaintiffs’ rights in and to those funds.

15
16 **L. Attorneys’ Fees Against Compass And Silar**

17 234. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

18 235. Pursuant to section 15 of the predominant “Type 4” LSAs, Plaintiffs are entitled to
19 recover their costs, expenses, and attorneys’ fees incurred in this action and on appeal for prevailing
20 on their claims to enforce provisions of the LSAs.

21
22 **VI.**

23 **DEMAND FOR JURY TRIAL**

24 236. Plaintiffs demand a jury trial on all issues so triable.

VII.

REQUEST FOR RELIEF

237. In light of the foregoing, Plaintiffs respectfully request that the Court enter judgment for Plaintiffs and against Defendants, awarding Plaintiffs and all others similarly situated the following relief:

- a. A declaration confirming that the declaratory relief recognized by the District Court in the 892 Case also applies to Plaintiffs and all members of the class, and that Defendants are collaterally estopped from challenging such declaratory relief;
- b. Actual, compensatory, consequential, double, and treble damages in accordance with their fractional beneficial interests in the Loans in an amount to be determined at trial;
- c. Punitive damages in an amount to be determined at trial;
- d. Costs of Court;
- e. Reasonable attorneys' fees and costs incurred by Plaintiffs herein and on any appeal;
- f. Pre- and post-judgment interest at the highest lawful rates;
- g. The imposition of a constructive trust on funds improperly retained by Defendants to which they are not entitled; and
- h. Such other and further relief to which Plaintiffs and the members of the class may be entitled and which this Court deems just and proper.

Dated: April 13, 2011.

BICKEL & BREWER

LAW OFFICE OF LISA RASMUSSEN, ESQ.

By: s/ Lisa Rasmussen

LISA RASMUSSEN, ESQ.

Exhibit A

1. Jackie Adams
2. John F. Adams
3. Leonard C. Adams, individually and/or on behalf of the Leonard Adams Revocable Trust
4. Denise M. Adams, individually and/or on behalf of the Leonard Adams Revocable Trust
5. Michael J. Adams
6. Kenneth Addes, individually and/or on behalf of the Kenneth Addes IRA and the Addes Trust
7. Victoria Addes, individually and/or on behalf of the Addes Trust
8. Suzanne Ahlert, individually and/or on behalf of the Labossiere Family Trust Dated 3/20/98
9. Michel F. Aiello, individually and/or on behalf of the Michel F. Aiello and Patricia A. Aiello Trust Dated 10/4/94
10. Patricia A. Aiello, individually and/or on behalf of the Michel F. Aiello and Patricia A. Aiello Trust Dated 10/4/94
11. Charles Jeremy Ainsworth
12. Adib M. Al-Awar, individually and/or on behalf of the Al-Awar Living Trust dated 04/05/01
13. Ellen A. Al-Awar, individually and/or on behalf of the Al-Awar Living Trust dated 04/05/01
14. David J. Albiol
15. Marcia C. Albiol
16. Henry C. Albiol

- 1 20. Dr. Florence Alexander, individually and/or on behalf of the Stanley Alexander Trust
- 2 21. Dr. Stanley Alexander, individually and/or on behalf of the Stanley Alexander Trust
- 3 22. Donna L. Allgeier, individually and/or on behalf of the R.L. Allgeier Family Trust
- 4 dated 10/4/97
- 5 23. Robert L. Allgeier, individually and/or on behalf of the R.L. Allgeier Family Trust
- 6 dated 10/4/97
- 7 24. Karen R. Allison
- 8 25. Barbara A. Altman, individually and/or on behalf of the Altman Living Trust dated
- 9 11/4/04
- 10 26. Daniel C. Altman, individually and/or on behalf of the Altman Living Trust dated
- 11 11/4/04
- 12 27. Steven C. Altman
- 13 28. Agnes Alves, individually and/or on behalf of AIG Limited, a Nevada Limited
- 14 Partnership
- 15 29. Arnold Alves, individually and/or on behalf of AIG Limited, a Nevada Limited
- 16 Partnership
- 17 30. August J. Amaral, individually and/or on behalf of the August J. Amaral, Inc., a
- 18 Nevada corporation
- 19 31. Barbara Andersen
- 20 32. Kes G. Andersen
- 21 33. Ruth Andersen
- 22 34. Wendell Andersen
- 23 35. Lynda Gay Anderson, individually and/or on behalf of the Lynda Gay Anderson
- 24 Trust dated 7/7/04
- 25
- 26
- 27
- 28

1 33. Robert P. Anderson, individually and/or on behalf of the Robert P. Anderson
2 Revocable Living Trust

3 34. Roberta J. Anderson, individually and/or on behalf of the Robert P. Anderson
4 Revocable Living Trust

5 35. Albert D. Andrade

6 36. John P. Aquino

7 37. Lisa Aquino

8 38. Donna Arbogast, individually and/or on behalf of the Arbogast Family Trust

9 39. Rodney J. Arbogast, individually and/or on behalf of the Arbogast Family Trust

10 40. Suzanne L. Arbogast

11 41. Guy Archer

12 42. Albert M. Arechiga

13 43. Richard Armijo, individually and/or on behalf of the Armijo Family Trust dated
14 8/19/1999

15 44. Sanayha Armijo, individually and/or on behalf of the Armijo Family Trust dated
16 8/19/1999

17 45. Edwin E. Arnold, individually and/or on behalf of the Edwin E. Arnold IRA

18 46. Allan Arthur, individually and/or on behalf of X-Factor, Inc., a Nevada corporation

19 47. Darlene Ashdown

20 48. Mary E. Asselin, individually and/or on behalf of the 1994 Robert Asselin and Mary
21 Asselin Family Trust

22 49. Robert J. Asselin, individually and/or on behalf of the 1994 Robert Asselin and Mary
23 Asselin Family Trust

24 50. Michael Au

25 51. Eugene Auffert

- 1 52. Maria Teresa Auffert
- 2 53. James B. Avanzino
- 3 54. Cindy Avena, individually and/or on behalf of the Avena Living Trust dated 3/28/84
- 4 55. Thomas Avena, individually and/or on behalf of the Avena Living Trust dated
- 5 3/28/84
- 6
- 7 56. Loretta D. Backes, individually and/or on behalf of the Backes Family Trust dated
- 8 8/8/88
- 9 57. Paul P. Backes, individually and/or on behalf of the Backes Family Trust dated 8/8/88
- 10 58. Peter L. Backes, individually and/or on behalf of the Peter L. Backes Trust
- 11 59. David Bailey
- 12 60. Sigfried Baker
- 13 61. Don L. Barnes
- 14 62. Miriam M. T. Barnes
- 15 63. James W. Barnes, individually and/or on behalf of the JWB Trust Agreement dated
- 16 8/1/97
- 17
- 18 64. Clark Baron, individually and/or on behalf of the Baron Family Trust
- 19 65. Joyce Baron, individually and/or on behalf of the Baron Family Trust
- 20 66. Clark R. Bartkowski, individually and/or on behalf of the Bartkowski Family Trust
- 21 dated 8/25/1984
- 22
- 23 67. Jean P. Bartkowski, individually and/or on behalf of the Bartkowski Family Trust
- 24 dated 8/25/1984
- 25 68. Jed Barish, individually and/or on behalf of Simmtex, Inc., a Nevada Corporation
- 26 69. David Barker
- 27 70. Lisa Barker
- 28 71. Gary R. Barton

72. Mavis J. Barton

73. Joseph Basko, individually and/or on behalf of the Basko Revocable Trust Dated

74. Irene K. Bass, individually and/or on behalf of the C.K. Khury and Irene K. Bass Family Trust

75. Joseph F. Bellesorte

76. Diane L. Bennett

77. Marjorie Y. Berlin

78. Donald M. Berman, individually and/or on behalf of the Donald M. and Janice I. Berman 1996 Revocable Trust

79. Janice I. Berman, individually and/or on behalf of the Donald M. and Janice I. Berman 1996 Revocable Trust

80. Jean J. Berthelot, individually and/or on behalf of the Berthelot Living Trust dated 4/9/03

81. William M. Bettencourt, Jr., individually and/or on behalf of the William M. Bettencourt IRA and the Bettencourt Family Living Trust

82. Joan E. Bettencourt, individually and/or on behalf of the Joan Bettencourt IRA and the Bettencourt Family Living Trust

83. Jay Betz, individually and/or on behalf of the Betz Family Trust

84. Joy Betz, individually and/or on behalf of the Betz Family Trust

85. Anthony Bilotto, individually and/or on behalf of the Anthony Bilotto Trust dated 01/16/03

86. Gerald L. Bittner, Sr., individually and/or on behalf of the Gerald L. Bittner Sr. DDS, Inc. Profit Sharing Plan and Trust and Gerald L. Bittner, Sr. DDS Profit Sharing Trust

87. Susan I. Bittner

1 88. Karen G. Blachly

2 89. Carolyn N. Blackman, individually and/or on behalf of the Jerry L. Blackman, Sr. and

3 Carolyn N. Blackman Living Trust dated 11/26/01

4 90. Jerry L. Blackman, Sr., individually and/or on behalf of the Jerry L. Blackman, Sr.

5 and Carolyn N. Blackman Living Trust dated 11/26/01

6 91. Daryl L. Blanck, individually and/or on behalf of the Restated Trust and Daryl

7 Blanck and Yvonne Blanck Trust dated 3/23/94

8 92. Yvonne M. Blanck, individually and/or on behalf of the Restated Trust and Daryl

9 Blanck and Yvonne Blanck Trust dated 3/23/94

10 93. Michael S. Blau

11 94. Shamiran Blau

12 95. Charma N. Block

13 96. Jerome L. Block

14 97. David M. Blood

15 98. Judy A. Blood, individually and/or on behalf of the Blood Family Trust dated 5/18/99

16 99. Russell M. Blood, individually and/or on behalf of the Blood Family Trust dated

17 5/18/99

18 100. Carrie Boak

19 101. Harkley E. Boak

20 102. Cynthia Reed Boegel

21 103. Dennis W. Boegel

22 104. Betty Boese

23 105. John S. Borkoski, individually and/or on behalf of the Payette Lakes Consulting LLC

24 401k

1 106. Kathleen K. Borkoski, individually and/or on behalf of the Kali Gene Borkoski Trust
2 dated 12/21/89

3 107. Charles E. Borom

4 108. Lanna G. Borom

5 109. Alice D. Boyce

6 110. William Boyce II

7 111. Richard A. Bradbury, individually and/or on behalf of the Bradbury Retirement Plan
8 and Trust dated 5/26/99

9 112. Sarah S. Bradbury, individually and/or on behalf of the Bradbury Retirement Plan and
10 Trust dated 5/26/99

11 113. Christine Brager

12 114. Anne L. Brant, individually and/or on behalf of the and the Anne L. Brant Survivor's
13 Trust Dated 5/22/87 and the Raymond F. Brant and Anne L. Brant Trust Dated 12/22/92

14 115. Raymond F. Brant, individually and/or on behalf of the Raymond F. Brant and Anne
15 L. Brant Trust Dated 12/22/92 and the Anne L. Brant Survivor's Trust Dated 5/22/87

16 116. Larry R. Brasuell, individually and/or on behalf of the Larry R. and Susan L. Brasuell
17 1996 Living Trust Dated 7/22/96

18 117. Susan L. Brasuell, individually and/or on behalf of the Larry R. and Susan L. Brasuell
19 1996 Living Trust Dated 7/22/96

20 118. Nancy Brauer, individually and/or on behalf of the Nancy Brauer IRA

21 119. Michael Braunstein, individually and/or on behalf of M&M Imports Retirement Plan
22 Trust

23 120. Glen J. Brecht, individually and/or on behalf of the Glen J. Brecht Trust dated
24 1/24/86

1 121. Janine K. Brecht, individually and/or on behalf of the Glen J. Brecht Trust dated
2 1/24/86

3 122. Janet L. Brecht, individually and/or on behalf of the Marshall J. Brecht Trust dated
4 2/5/86

5 123. Marshall J. Brecht, individually and/or on behalf of the Marshall J. Brecht Trust dated
6 2/5/86

7
8 124. Katharine Bredesen, individually and/or on behalf of the Mark Bredesen and
9 Katharine Bredesen Living Trust

10 125. Mark Bredesen, individually and/or on behalf of the Mark Bredesen and Katharine
11 Bredesen Living Trust

12 126. Donald W. Brehm

13 127. Hannah Brehmer

14 128. Marilyn Brenner

15 129. Michael Brenner

16 130. Michael T. Bridges, individually and/or on behalf of the Bridges Family Trust

17 131. Cindy Brines, individually and/or on behalf of the Michael R. Brines and Cindy G.
18 Brines Revocable Living Family Trust Dated 11/4/94

19
20 132. Michael Brines, individually and/or on behalf of the R. Brines and Cindy G. Brines
21 Revocable Living Family Trust Dated 11/4/94

22 133. Donald E. Briney, individually and/or on behalf of the Briney Family Exemption
23 Trust (dated 11/5/82)

24 134. Penny L. Brock, individually and/or on behalf of the Brock Family Trust dated
25 5/25/95

26 135. Doreen C. Brooks, individually and/or on behalf of the Brooks Living Trust dated
27 6/30/97
28

1 136. Howard D. Brooks, individually and/or on behalf of the Brooks Living Trust dated
2 6/30/97

3 137. John P. Brouwers, individually and/or on behalf of the Brouwers Family Trust dated
4 1/11/1995

5 138. John W. Brouwers, individually and/or on behalf of the John W. Brouwers, M.D. Sep
6 IRA
7

8 139. Robert A. Bryant, Sr., individually and/or on behalf of the Robert Alan Bryant Sr.
9 Revocable Trust Under Agreement dated 9/25/03

10 140. Bruce D. Bryen

11 141. Eleanor Buck, individually and/or on behalf of the W.E. Buck Family Trust dated
12 7/02/87, Spanish Springs Mini-Storage, a Nevada General Partnership, and Sunrise Mini-Storage
13

14 142. William E. Buck, individually and/or on behalf of the W.E. Buck Family Trust dated
15 7/02/87, Spanish Springs Mini-Storage, a Nevada General Partnership, and Sunrise Mini-Storage

16 143. Nancy A. Buechner, individually and/or on behalf of the Buechner Family Trust
17 dated 3/30/99

18 144. William R. Buechner, individually and/or on behalf of the Buechner Family Trust
19 dated 3/30/99

20 145. Cynthia D. Burdige, individually and/or on behalf of the Cynthia D. Burdige Trust
21 Dated 4/13/00
22

23 146. Donald D. Burger

24 147. Peggy T. Burger

25 148. Ed Burgess, individually and/or on behalf of the Edward Burgess IRA

26 149. Joselita Tan Burgos

27 150. Robert E. Burnett, Jr.

28 151. Alyce E. Cadwallader, individually and/or on behalf of the Cadwallader 2001 Trust

- 1 152. David S. Cadwallader, individually and/or on behalf of the Cadwallader 2001 Trust
- 2 153. Keith J. Cale, individually and/or on behalf of the Cale Family Trust Dated 11/16/88
- 3 154. Valerie Callahan
- 4 155. Judith Candelario
- 5 156. Donna M. Cangelosi, individually and/or on behalf of the Donna M. Cangelosi
- 6 Family Trust
- 7
- 8 157. Margaret M. Cangelosi, individually and/or on behalf of the Margaret M. Cangelosi
- 9 Family Trust
- 10 158. William A. Carone, individually and/or on behalf of the William A. Carone IRA
- 11 159. Anne M. Carpenter
- 12 160. Michael R. Carpenter
- 13 161. Doyne J. Carson, individually and/or on behalf of the Carson Family Trust dated
- 14 11/19/04
- 15
- 16 162. Elsie L. Carson, individually and/or on behalf of the Carson Family Trust dated
- 17 11/19/04
- 18 163. Leslie A. Carter, individually and/or on behalf of the Ronald R. Carter and Leslie A.
- 19 Carter Revocable Trust
- 20
- 21 164. Ronald R. Carter, individually and/or on behalf of the Ronald R. Carter & Leslie A.
- 22 Carter Revocable Trust
- 23 165. Jairo A. Castillo
- 24 166. Tito A. Castillo
- 25 167. Sandra Castro
- 26 168. Mary Ann Catalanello, individually and/or on behalf of the Catalanello Trust Dated
- 27 2/1/99
- 28

1 169. Ralph F. Catalanello, individually and/or on behalf of the Catalanello Trust Dated
2 2/1/99

3 170. Jacqueline Cauchois, individually and/or on behalf of the M & J Cauchois Family
4 Trust dated 2/25/93

5 171. Maurice Cauchois, individually and/or on behalf of the M & J Cauchois Family Trust
6 dated 2/25/93

7 172. Stefan R. Cavin, individually and/or on behalf of the Stefan R. Cavin Revocable
8 Living Trust Dated 5/26/04

9 173. Karen Rae Casier, individually and/or on behalf of the Ronald Norman Casier and
10 Karen Rae Casier Family Trust Dated 3/9/00

11 174. Ronald Norman Casier, individually and/or on behalf of the Ronald Norman Casier
12 and Karen Rae Casier Family Trust Dated 3/9/00

13 175. Barbara A. Cecil, individually and/or on behalf of the Walk The Land, LLC 401k
14 Plan and Barbara A. Cecil IRA

15 176. Robert J. Centanni, Sr.

16 177. Susan R. Centanni

17 178. Leona M. Chapman, individually and/or on behalf of the Chapman Trust #1015932

18 179. Tony Chaudhry, individually and/or on behalf of Joy Investment, Inc., a Nevada
19 corporation

20 180. Paul G. Chelew

21 181. Joann Chiappetta, individually and/or on behalf of the Chiappetta Trust dated 4/1/03

22 182. Pat Chiappetta, individually and/or on behalf of the Chiappetta Trust dated 4/1/03

23 183. John T. Chirgwin

24 184. Kerri J. Chun, individually and/or on behalf of the Chun Living Trust Dated 2/17/98

1 185. Vernon K. Chun, individually and/or on behalf of the Chun Living Trust Dated
2 2/17/98

3 186. Barbara M. Chylak, individually and/or on behalf of the 1995 Tobe Eugene Stricklin
4 and Barbara Stricklin Revocable Trust dated 4/11/95

5 187. Robert T. Chylak, individually and/or on behalf of the Robert T. Chylak and Barbara
6 M. Chylak Family Trust dated 10/30/90

7 188. Billie R. Cislak, individually and/or on behalf of the Billie R. Cislak Trust

8 189. Curtis Clark, individually and/or on behalf of the Curtis Clark IRA

9 190. Jack R. Clark

10 191. Rosanne L. Clark

11 192. Doreen S. Clendening, individually and/or on behalf of the Clendening Family Trust
12 dated 10/08/2004

13 193. John P. Clendening, individually and/or on behalf of the Clendening Family Trust
14 dated 10/08/2004

15 194. Dolores J. Climo, individually and/or on behalf of the Climo Family Trust dated
16 2/6/92

17 195. James D. Climo, individually and/or on behalf of the Climo Family Trust dated
18 2/6/92

19 196. Dena Cochran, individually and/or on behalf of the Billy Shope, Jr. Family Limited
20 Partnership

21 197. George S. Cohan, individually and/or on behalf of the George S. Cohan and Natalie
22 H. Cohan Family Trust dated 4/1/03

23 198. Natalie H. Cohan, individually and/or on behalf of the George S. Cohan and Natalie
24 H. Cohan Family Trust dated 4/1/03

25 199. Allen Cohen

- 1 200. Nelson L. Cohen, individually and/or on behalf of the Nelson L. Cohen IRA
- 2 201. Margaret H. Cohn
- 3 202. Peter C. Cohn
- 4 203. Anita J. Colamonico
- 5 204. Steve M. Colamonico
- 6 205. Larry Colborn, individually and/or on behalf of the Colborn Revocable Living Trust
- 7 dated 8/6/90
- 8 206. Loretta Colborn, individually and/or on behalf of the Colborn Revocable Living Trust
- 9 dated 8/6/90
- 10 207. Shirley M. Collins, individually and/or on behalf of the Collins Family Trust dated
- 11 1/29/93
- 12 208. David J. Conklin
- 13 209. Howard Connell
- 14 210. Lorene Connell
- 15 211. Daniel O. Conner, individually and/or on behalf of the Daniel Conner IRA
- 16 212. Doreen C. Conrad
- 17 213. Terrence D. Conrad
- 18 214. Thomas Raymond Conway
- 19 215. Victoria C.E. Conway
- 20 216. Harold Corcoran
- 21 217. Joyce Corcoran
- 22 218. Joseph L. Costello, individually and/or on behalf of 1823 Corporation, a California
- 23 corporation
- 24 219. Maria Cotch
- 25 220. Karen Cottrell
- 26
- 27
- 28

- 1 221. Kevon Cottrell
- 2 222. Melanie Cowan
- 3 223. Robert J. Cowen, individually and/or on behalf of the Robert J. Cowen Trust Dated
- 4 11/7/97
- 5 224. Frankye D. Craig, individually and/or on behalf of the Craig Living Trust dated
- 6 08/10/00
- 7 225. Howard L. Craig, individually and/or on behalf of the Craig Living Trust dated
- 8 08/10/00
- 9 226. Gareth A. R. Craner, individually and/or on behalf of the Craner Family Trust under
- 10 Agreement Dated 2/23/99 and the Gareth A.R. Craner Trust Dated 6/1/02
- 11 227. Peter C. Cranston, individually and/or on behalf of the Peter C. Cranston IRA
- 12 228. Christine Craven
- 13 229. Lee Craven
- 14 230. Arline L. Cronk, individually and/or on behalf of the Arline L. Cronk and Edward H.
- 15 Davies Living Trust Dated 6/27/03
- 16 231. Charles Duke Cummins
- 17 232. April May Cummins
- 18 233. Charles D. Cunningham, individually and/or on behalf of the Charles D. Cunningham
- 19 IRA
- 20 234. Susan M. Cunningham
- 21 235. Shirley Cupp-Doe, individually and/or on behalf of the Ronald G. Doe Marital Trust
- 22 dated 1/6/95
- 23 236. Fernando Cuza
- 24 237. Kristi Cuza
- 25 238. Maureen Da Costa

- 1 239. Richard N. Dahlke
- 2 240. Robert J. D'Ambrosio, individually and/or on behalf of the Robert J. D'Ambrosio
- 3 IRA
- 4 241. Klint Thomas Danna, individually and/or on behalf of the Danna Trust Agreement of
- 5 1990
- 6 242. Patricia Danna, individually and/or on behalf of the Danna Trust Agreement of 1990
- 7 243. Cathy A. Daniel, individually and/or on behalf of the Daniel Living Trust as
- 8 Amended Dated 1/9/98
- 9
- 10 244. Deborah A. Daniel
- 11 245. Denise M. Daniel
- 12 246. Gregory Scott Daniel
- 13 247. Leslie S. Daniel
- 14 248. Mark A. Daniel, individually and/or on behalf of the Daniel Living Trust as Amended
- 15 Dated 1/9/98
- 16
- 17 249. Andrew Dauscher
- 18 250. Ellen D. Dauscher
- 19 251. Frank Davenport
- 20 252. O.H. Davenport
- 21 253. Chesley R. Davies
- 22 254. Edward H. Davies, individually and/or on behalf of the Arline L. Cronk and Edward
- 23 H. Davies Living Trust Dated 6/27/03
- 24
- 25 255. Mary E. Davies
- 26 256. Frederick J. Davis
- 27 257. Joseph Davis, individually and/or on behalf of the Davis Family Trust
- 28 258. Martin A. Davis, individually and/or on behalf of the Davis Family 2000 Trust

1 259. Nancy R. Davis, individually and/or on behalf of the Nancy R. Davis Defined Benefit
2 Plan

3 260. Patrick Davis, individually and/or on behalf of the Patrick M. Davis IRA and S & P
4 Davis Limited Partnership, a Texas Partnership

5 261. Susan Davis, individually and/or on behalf of the S & P Davis Limited Partnership, a
6 Texas Partnership and Susan Davis IRA

7 262. Virginia L. Davis, individually and/or on behalf of the Davis Family 2000 Trust

8 263. Tracy A. Deberry

9 264. Rena DeHart, individually and/or on behalf of the Rena DeHart IRA, the A. Robert
10 DeHart Trust C Dated 1/21/93, and Dehart/Hooks, LP, a Nevada Limited Partnership

11 265. Peter Deluca

12 266. Gary Deppe, individually and/or on behalf of the Gary Deppe IRA

13 267. Ann R. Dery

14 268. James D. Dery

15 269. Dwayne H. Deutscher

16 270. Michelle T. Deutscher

17 271. Debra L. Deverill, individually and/or on behalf of Nevada Freedom Corp. PSP Dated
18 10/1/90 Amended 9/1/95

19 272. Duane U. Deverill, individually and/or on behalf of Nevada Freedom Corp. PSP
20 Dated 10/1/90 Amended 9/1/95, Duane U. Deverill Family Trust

21 273. Cynthia V. Devito

22 274. Dennis A. Devito

23 275. Anne F. Di Salvo

24 276. Tamara Dias, individually and/or on behalf of the Separate Property Trust of Tamara
25 Dias Dated 12/4/00

1 277. Eric C. Disbrow, M.D., individually and/or on behalf of the Eric Disbrow Profit
2 Sharing Plan

3 278. Marion B. Dittman

4 279. Leah K. Dobyne, individually and/or on behalf of the Leah Dobyne IRA and Dobyne
5 Living Trust

6 280. Robert S. Dobyne, individually and/or on behalf of the Dobyne Living Trust

7 281. Elizabeth Dokken-Baxter, individually and/or on behalf of the Elizabeth P. Dokken
8 Trust Dated 1/27/93

9 282. Carrie Donahue, individually and/or on behalf of the Glenn and Carrie Donahue
10 Living Trust Dated 4/30/94

11 283. Glenn M. Donahue, individually and/or on behalf of the Glenn and Carrie Donahue
12 Living Trust Dated 4/30/94

13 284. Michael Donahue

14 285. Mieke Donovan

15 286. Richard Donovan

16 287. Joseph Donnolo, individually and/or on behalf of the Donnolo Family Trust Dated
17 8/24/88

18 288. Loretta Donnolo, individually and/or on behalf of the Donnolo Family Trust Dated
19 8/24/88

20 289. D. Joseph Doucet, individually and/or on behalf of the D. Joseph and Louise M.
21 Doucet 1989 Trust Dated 3/30/89

22 290. Louise M. Doucet, individually and/or on behalf of the D. Joseph and Louise M.
23 Doucet 1989 Trust Dated 3/30/89

24 291. David B. Doutt, Sr.

25 292. Johnine M. Doutt

1 293. William A. Downey

2 294. Jill M. Doyle, individually and/or on behalf of the Doyle Family Trust Dated 9/23/99

3 295. Patrick J. Doyle, individually and/or on behalf of the Doyle Family Trust Dated
4 9/23/99

5 296. Daniel T. Drubin, individually and/or on behalf of the Daniel T. Drubin IRA and
6 Daniel T. Drubin Sep IRA

7 297. Laura Drubin

8 298. Donald Dunbar, individually and/or on behalf of the Donald Dunbar IRA

9 299. Alan S. Duncan, individually and/or on behalf of the Alan S. and Carolyn A. Duncan
10 Declaration of Trust Dated 9/3/98

11 300. Carolyn A. Duncan, individually and/or on behalf of the Alan S. and Carolyn A.
12 Duncan Declaration of Trust Dated 9/3/98

13 301. Charles B. Dunn, IV, individually and/or on behalf of the Charles B. Dunn, IV Trust
14 dated 4/4/00 and Charles B. Dunn, IV Trust dated 8/12/05

15 302. Ford S. Dunton

16 303. Penny Dupin

17 304. William Dupin

18 305. Ellen V. Dustman

19 306. Cynthia Deann Dutt, individually and/or on behalf of the C. Deann Dutt Trust and the
20 Wayne A. Dutt Trust

21 307. Wayne A. Dutt, individually and/or on behalf of the C. Deann Dutt Trust and the
22 Wayne A. Dutt Trust

23 308. Jack L. Dysart

24 309. Carol A. Eastland, individually and/or on behalf of the Eastland Family Joint Living
25 Trust Dated 1/18/00

1 310. William C. Eastland, individually and/or on behalf of the Eastland Family Joint
2 Living Trust Dated 1/18/00

3 311. Monica C. Ebaugh

4 312. Karen Eberlin

5 313. Raymond J. Eberlin

6 314. Robert Roy Ecker

7 315. Carol A. Eller

8 316. Jonathan M. Eller, individually and/or on behalf of the Jonathan M. Eller Inc., a
9 California Corporation

10 317. Cynthia Elowitz

11 318. Scott J. Elowitz

12 319. Dr. David R. Enrico

13 320. Dr. Bonny K. Enrico

14 321. Harold Epstein, individually and/or on behalf of the Harold Epstein Revocable Living
15 Trust Dated 2/14/91

16 322. Dolores Y. Erickson

17 323. Eric T. Erickson

18 324. Ruth A. Errington, individually and/or on behalf of the Ruth A. Errington Living
19 Trust Dated 11/22/04

20 325. William F. Errington

21 326. Cindy Essaff, individually and/or on behalf of the Essaff Family Trust dated 6/18/02

22 327. Robert Essaff, individually and/or on behalf of the Essaff Family Trust dated 6/18/02

23 328. Melinda Estevez

24 329. Richard D. Estevez

25 330. John P. Everett

- 1 331. James F. Eves, individually and/or on behalf of the James F. Eves IRA
- 2 332. Denise F. Fager, individually and/or on behalf of the Denise F. Fager Revocable Trust
- 3 Under Agreement dated 2/28/03
- 4 333. Byrne E. Falke, Sr., individually and/or on behalf of Village Hardware Pension Trust
- 5 and the Byrne E. Falke Living Trust
- 6
- 7 334. Bruce Falkenborg, individually and/or on behalf of Sierra West, Inc., a Nevada
- 8 corporation
- 9 335. Marguerite Falkenborg, individually and/or on behalf of the Marguerite Falkenborg
- 10 2000 Trust Dated 6/20/00 and Falkenborg Family LLC
- 11 336. Brenda Falvai-Powers
- 12 337. Emily T. Farrah, individually and/or on behalf of the Farrah Family Trust Dated
- 13 9/18/03
- 14
- 15 338. Joseph A. Farrah, individually and/or on behalf of the Farrah Family Trust Dated
- 16 9/18/03 and the Julia Farrah Revocable Trust Dated 10/8/92
- 17 339. Michael R. Farrah, individually and/or on behalf of the Julia Farrah Revocable Trust
- 18 Dated 10/8/92
- 19 340. Nicholas Farrah, individually and/or on behalf of the Julia Farrah Revocable Trust
- 20 Dated 10/8/92
- 21
- 22 341. Carol M. Favro, individually and/or on behalf of the Favro Trust Dated 9/14/00
- 23 342. William H. Favro, individually and/or on behalf of the Favro Trust Dated 9/14/00
- 24 343. Angela B. Fenlon
- 25 344. Patrick F. Fenlon
- 26 345. Patricia Ferguson, individually and/or on behalf of the Ferguson Living Trust Dated
- 27 6/28/00
- 28 346. Christopher J. Fernandes

- 1 347. Dionisio A. Fernandes
- 2 348. Fiola F. Fernandes
- 3 349. Jason D. Fernandes
- 4 350. Melissa A. Fernandes
- 5 351. Larry Fernandez, individually and/or on behalf of the Fernandez Family Trust Dated
- 6 6/20/84
- 7
- 8 352. Evelyn C. Ferrera
- 9 353. R. David Ferrera, individually and/or on behalf of the R. David Ferrera IRA and the
- 10 Sacramento Research Medical Group Defined Benefit Pension Plan
- 11 354. Arlene J. Fine, individually and/or on behalf of the Arlene J. Fine IRA
- 12 355. Lewis H. Fine, individually and/or on behalf of the Lewis H. Fine IRA
- 13 356. Karen B. Finkel, individually and/or on behalf of the Finkel Family Trust Dated
- 14 7/26/05
- 15
- 16 357. Ronald G. Finkel, individually and/or on behalf of the Finkel Family Trust Dated
- 17 7/26/05
- 18 358. Richard T. Fiory, individually and/or on behalf of Topflight Specs Profit Sharing
- 19 Plan, and the Richard T. Fiory Revocable Trust Dated 5/30/01
- 20
- 21 359. M. Evelyn Fisher
- 22 360. John L. Fisher
- 23 361. Sharon R. Fitzgerald
- 24 362. William B. Fitzgerald
- 25 363. Betty R. Flood, individually and/or on behalf of the Flood Family Trust Dated
- 26 12/24/85
- 27 364. Donald T. Flood, individually and/or on behalf of the Flood Family Trust Dated
- 28 12/24/85

1 365. Tad Folendorf

2 366. Timothy Folendorf, individually and/or on behalf of the Timothy Folendorf Trust
3 Dated 3/21/00

4 367. Allen Forbes

5 368. Dianne E. Foreman, individually and/or on behalf of the Edwin and Dianne Foreman
6 Trust
7

8 369. Edwin L. Foreman, individually and/or on behalf of the Edwin and Dianne Foreman
9 Trust

10 370. Fred J. Foxcroft, individually and/or on behalf of the Foxcroft Living Trust Dated
11 1/10/02

12 371. Roberta Foxcroft, individually and/or on behalf of the Foxcroft Living Trust Dated
13 1/10/02
14

15 372. John V. Fragola

16 373. Karen Frankel

17 374. Stephen Frankel

18 375. Edward C. Fraser, individually and/or on behalf of the Edward C. Fraser IRA and
19 Fraser Atwater Properties, LLC

20 376. Marjorie E. Fraser

21 377. John R. Frederickson, individually and/or on behalf of the Frederickson Trust Dated
22 10/2/03
23

24 378. Michelle L. Frederickson, individually and/or on behalf of the Frederickson Trust
25 Dated 10/2/03

26 379. Eric B. Freedus

27 380. Linda P. Freedus

28 381. Barbara Frey, individually and/or on behalf of the Frey Family Trust

- 1 382. Donald Frey, individually and/or on behalf of the Frey Family Trust
- 2 383. Alan B. Friedman
- 3 384. Robert G. Fuller, individually and/or on behalf of the Robert G. Fuller IRA and the
- 4 RGF Revocable Trust
- 5 385. Theodore J. Fuller, individually and/or on behalf of the Fuller Family Foundation and
- 6 the Fuller Family Trust Dated 5/29/97
- 7
- 8 386. Joan L. Fuller, individually and/or on behalf of the Fuller Family Trust Dated 5/29/97
- 9 387. Glenn W. Gaboury
- 10 388. Sharon M. Gaboury
- 11 389. Darlene C. Gage, individually and/or on behalf of Norscot Financial Corp. and the
- 12 Dakota Trust Dated 9/16/96
- 13
- 14 390. Jerry L. Gage, individually and/or on behalf of Norscot Financial Corp. and the
- 15 Dakota Trust Dated 9/16/96
- 16 391. Paul L. Garcell, individually and/or on behalf of What's On LP
- 17 392. Blair F. Garth
- 18 393. Frederick D. Garth
- 19 394. Alex G. Gassiot, individually and/or on behalf of the APG Trust Dated 7/5/00
- 20 395. Joan B. Gassiot, individually and/or on behalf of the Joan B. Gassiot 1987 Trust
- 21 Dated 8/7/87 and the Joan B. Gassiot IRA
- 22
- 23 396. Edmund G. Gaylord
- 24 397. Aylene Geringer
- 25 398. Peter Gilbert, individually and/or on behalf of the Botton Living Trust Dated
- 26 11/17/00
- 27 399. Nancy R. Gilmour, individually and/or on behalf of the Nancy R. Gilmour IRA
- 28 400. Richard W. Gilmour, individually and/or on behalf of the Richard W. Gilmour IRA

- 1 401. Marvin W. Gittelman
- 2 402. Toby E. Gittelman
- 3 403. Gale Gladstone-Katz, individually and/or on behalf of the Gale Gladstone-Katz
- 4 Revocable Living Trust Dated 12/10/03
- 5 404. Cynthia J. Godfrey, individually and/or on behalf of the William R. and Cynthia J.
- 6 Godfrey Living Trust
- 7 405. William R. Godfrey, individually and/or on behalf of the William R. and Cynthia J.
- 8 Godfrey Living Trust
- 9 406. Alicia Goffstein, individually and/or on behalf of the Robert and Alicia Goffstein
- 10 Trust Dated 2/25/92
- 11 407. Robert Goffstein, individually and/or on behalf of the Robert and Alicia Goffstein
- 12 Trust Dated 2/25/92
- 13 408. Nancy Golden
- 14 409. Jack Goldenthal
- 15 410. Sylvia Goldenthal
- 16 411. Barry J. Goldstein
- 17 412. Patricia B. Goldstein
- 18 413. Martin Gonska, individually and/or on behalf of the Gonska Foundation, LLC, a
- 19 Nevada Limited Liability Company
- 20 414. James Paul Goode, individually and/or on behalf of the James Paul Goode IRA
- 21 415. Rachelle A. Goodness, individually and/or on behalf of the Goodness Living Trust
- 22 Dated 6/28/00
- 23 416. Lynelle L. Goodreau
- 24 417. Michael J. Goodwin
- 25 418. Florence Goulding

1 419. Kenneth Jerry Goulding

2 420. Paul D. Graf

3 421. Margaret A. Graf

4 422. Celia Allen-Graham, individually and/or on behalf of the Graham Family Trust Dated
5 10/26/78

6
7 423. Robin B. Graham, individually and/or on behalf of the Graham Family Trust Dated
8 10/26/78 and the Graham Family Marital Trust B Dated 2/13/97

9 424. Betty Grant

10 425. Gail A. Gray, individually and/or on behalf of the Robert W. and Gail A. Gray
11 Revocable Trust

12 426. Robert W. Gray, individually and/or on behalf of the Robert W. and Gail A. Gray
13 Revocable Trust

14
15 427. Michael H. Greeley, individually and/or on behalf of the Michael Greeley Trust
16 Dated 7/27/00

17 428. Bernard Greenblatt, individually and/or on behalf of the Bernard Greenblatt Living
18 Trust Dated 7/15/96

19 429. Vincent N. Greene

20 430. Eunice A. Greene, individually and/or on behalf of the Greene Family Trust Dated
21 4/25/90

22
23 431. Nelson R. Greene, individually and/or on behalf of the Greene Family Trust Dated
24 4/25/90

25 432. Clarence J. Greenwald, individually and/or on behalf of the Clarence J. Greenwald
26 IRA and The Greenwald Living Trust Dated 5/8/90

27 433. Gertrude R. Greenwald, individually and/or on behalf of the Greenwald Living Trust
28 Dated 5/8/90

1 434. Raymond T. Grenier, Jr., individually and/or on behalf of the Raymond T. Grenier, Jr.
2 Trust Dated 2/10/93

3 435. Carter L. Grenz

4 436. Alan Groh, individually and/or on behalf of the Alan B. Groh IRA

5 437. Norma Lamb-Groves, individually and/or on behalf of the Norma Lamb-Groves Trust
6
7 Dated 2/18/03

8 438. Wynn A. Gunderson

9 439. Lorraine J. Gunderson

10 440. Toby A. Gunning

11 441. Barbara L. Gunther

12 442. Brenda G. Hadjigeorgalis

13 443. Michael Hadjigeorgalis

14 444. George W. Hall, individually and/or on behalf of the George W. Hall and Susan P.
15
16 Hall Revocable Family Trust

17 445. Susan P. Hall, individually and/or on behalf of the George W. Hall and Susan P. Hall
18 Revocable Family Trust

19 446. Joanne Halvorson

20 447. Suzanne M. Halvorson, individually and/or on behalf of the Suzanne M. Halvorson
21 Trust Dated 3/21/03

22 448. Thomas L. Halvorson

23 449. Charles Hamm

24 450. Darlene Hammond, individually and/or on behalf of the Dar Living Trust Dated
25
26 2/12/03

27 451. Kris J. Hamper
28

1 452. Gloria W. Handelman, individually and/or on behalf of the Handelman Charitable
2 Remainder Unitrust Dated 5/3/97

3 453. Jim Handelman

4 454. William L. Hane, individually and/or on behalf of Mesa LLC, a Nevada Limited
5 Liability Company

6 455. Stan A. Hanes, individually and/or on behalf of the Stan A. Hanes and Vicki M.
7 Hanes Revocable Trust Dated 9/15/03 and the S.A. Hanes Profit Sharing Plan

8 456. Vicki M. Hanes, individually and/or on behalf of the Stan A. Hanes and Vicki M.
9 Hanes Revocable Trust Dated 9/15/03

10 457. Donna J. Hansen, individually and/or on behalf of the Hansen Family Trust Dated
11 6/6/89

12 458. Kenneth L. Hansen, individually and/or on behalf of the Hansen Family Trust Dated
13 6/6/89

14 459. Paul Hargis

15 460. Susan Gail Hargis

16 461. Gayle Harkins, individually and/or on behalf of the Lisek Family Trust

17 462. Jennifer J. Harmon

18 463. Dwight W. Harouff, individually and/or on behalf of Gold Plated LLC and the
19 Harouff Charitable Remainder Trust Dated 9/5/96

20 464. Mary Ann Harouff, individually and/or on behalf of the Harouff Charitable
21 Remainder Trust Dated 9/5/96

22 465. Beverly J. Harrington

23 466. Suze Harrington

24 467. Thomas T. Harrington

1 468. Marguerite Harrison, individually and/or on behalf of the Harrison Family Trust
2 Dated 7/27/99

3 469. Thomas B. Harrison, individually and/or on behalf of the Harrison Family Trust
4 Dated 7/27/99

5 470. Kay J. Hart

6 471. Marisa D. Harvey

7 472. Jerome L. Harvey, Jr.

8 473. Kevin J. Haselhorst

9 474. John D. Hathcock

10 475. Susan K. Hathcock

11 476. Curtis Hattstrom, individually and/or on behalf of the Curtis Hattstrom IRA

12 477. Virginia Hattstrom

13 478. Bette Hauserman

14 479. Earl Hauserman, individually and/or on behalf of the Earl Hauserman IRA

15 480. Edwin L. Hausler, Jr., individually and/or on behalf of the Edwin Lowell Hausler, Jr.,
16 Living Trust Dated 1/3/92

17 481. Glenda G. Haynes

18 482. Leo L. Haynes

19 483. Roland Hearn, individually and/or on behalf of the Roland J. Hearn and Risa V.S.
20 Hearn Living Trust Dated 2/19/93

21 484. Risa V.S. Hearn, individually and/or on behalf of the Roland J. Hearn and Risa V.S.
22 Hearn Living Trust Dated 2/19/93

23 485. James F. Heaton, individually and/or on behalf of the Heaton Family Trust Dated
24 12/4/95

1 486. Nadine Heaton, individually and/or on behalf of the Heaton Family Trust Dated
2 12/4/95

3 487. Rose O. Hecker

4 488. Barbara Heffner, individually and/or on behalf of the Heffner Family Trust Dated
5 9/10/02
6

7 489. Mike Heffner, individually and/or on behalf of the Heffner Family Trust Dated
8 9/10/02

9 490. Jocelyne Helzer, individually and/or on behalf of the Jocelyne Helzer IRA

10 491. Jay E. Henman, individually and/or on behalf of the Jay E. Henman Retirement Plan

11 492. Judith J. Hennen

12 493. Virgil P. Hennen

13 494. Oliver Henry

14 495. Allen Herd, individually and/or on behalf of the Herd Family Trust Dated 4/23/90

15 496. Marilyn Herd, individually and/or on behalf of the Herd Family Trust Dated 4/23/90

16 497. Allan R. Herndobler

17 498. Sue Herndobler

18 499. Brian K. Herndon, individually and/or on behalf of the Herndon Family Trust Dated
19 5/29/97
20

21 500. Sharon L. Herndon, individually and/or on behalf of the Herndon Family Trust Dated
22 5/29/97
23

24 501. Donald A. Herrmann

25 502. Nancy E. Herrmann

26 503. Donald L. Hess

27 504. Judith A. Heyboer
28

1 505. Philip Higerd, individually and/or on behalf of the Philip Higerd Family Trust Dated
2 5/30/03

3 506. Brenda J. High, individually and/or on behalf of the Brenda High IRA

4 507. Edward O. High

5 508. Hamilton M. High, individually and/or on behalf of the Hamilton High IRA

6 509. Marilyn Hilborn, individually and/or on behalf of the Marilyn Hilborn Trust Dated
7 11/18/93

8 510. Robert W. Hill

9 511. Christopher W. Hine, individually and/or on behalf of the Hine Family Trust Dated
10 March 26, 2003

11 512. Nancy D. Hine, individually and/or on behalf of the Hine Family Trust Dated March
12 26, 2003

13 513. Jay P. Hingst, individually and/or on behalf of the Jay P. Hingst IRA

14 514. Gail M. Hock

15 515. Gail Hodes, individually and/or on behalf of the Gail Hodes Living Trust Dated
16 9/10/03

17 516. Cheryl Hoff

18 517. Richard K. Hoff

19 518. John A. Hoglund, individually and/or on behalf of the John A. Hoglund IRA

20 519. Patricia O. Hoglund

21 520. Nienke Hohmann

22 521. Marsha Holeyfield, individually and/or on behalf of the Holeyfield Family Trust
23 Dated 1/12/01

24 522. Richard Holeyfield, individually and/or on behalf of the Holeyfield Family Trust
25 Dated 1/12/01

1 523. Fred J. Holland, individually and/or on behalf of the Holland Family Trust Dated
2 1993

3 524. Marjorie Holland, individually and/or on behalf of the Holland Family Trust Dated
4 1993

5 525. Sandra I. Hollander, individually and/or on behalf of the Sandra I. Hollander
6 Revocable Trust

7 526. Lisa M. Hollifield

8 527. Delwin C. Holt

9 528. Basil Honikman

10 529. Jane I. Honikman, individually and/or on behalf of the Honikman 1992 Trust Dated
11 12/28/92

12 530. Linda Honikman

13 531. Terence C. Honikman, individually and/or on behalf of the Honikman 1992 Trust
14 Dated 12/28/92

15 532. William T. Hoover

16 533. Angela J. Howard

17 534. Lisa Beth Howell

18 535. Philip Stephen Howell

19 536. Earl Howsley, Jr.

20 537. Cathryn J. Hulse, individually and/or on behalf of the Hulse Family Trust

21 538. Rodney C. Hulse, individually and/or on behalf of the Hulse Family Trust

22 539. Todd Humphry, individually and/or on behalf of Action Sports Alliance USA, Inc.

23 540. Richard Ianni

24 541. Yelana V. Ilchuk

1 542. John A. Ippolito, individually and/or on behalf of the Ippolito Family Trust Dated
2 8/31/89

3 543. Patricia M. Ippolito, individually and/or on behalf of the Ippolito Family Trust Dated
4 8/31/89

5 544. Stephen C. Irwin

6 545. Evelyn Ives, individually and/or on behalf of the Melvin J. Ives and Evelyn A. Ives
7 Bypass Trust Dated 1/6/93

8 546. Melvin J. Ives, individually and/or on behalf of the Melvin J. Ives and Evelyn A. Ives
9 Bypass Trust Dated 1/6/93

10 547. Janice Janis, individually and/or on behalf of the Janice Janis Living Trust Dated
11 2/3/99

12 548. Charles A. Jensen, individually and/or on behalf of the Ronald G. Doe Marital Trust
13 Dated 1/6/95

14 549. Jon P. Jensen

15 550. Tamara L. Jensen

16 551. Albert G. Johnson, Jr., individually and/or on behalf of the Johnson Family Trust
17 Dated 2/17/98

18 552. Arthur V. Johnson, individually and/or on behalf of the Johnson Family Trust Dated
19 2/18/04

20 553. Jerry R. Johnson, individually and/or on behalf of the Jerry R. Johnson IRA

21 554. Larry W. Johnson

22 555. Marilyn Johnson

23 556. Norma J. Johnson, individually and/or on behalf of the Johnson Family Trust Dated
24 2/17/98

25 557. Richard A. Johnson

1 558. Ronald A. Johnson

2 559. Susan A. Johnson, individually and/or on behalf of the Johnson Family Trust Dated
3 2/18/04

4 560. Delbert T. Johnston, Jr., individually and/or on behalf of the Johnston Estate
5 Revocable Trust Dated 5/17/94

6 561. Diane E. Johnston, individually and/or on behalf of the Johnston Trust Dated 9/7/85

7 562. Phyllis Johnson

8 563. Rebecca J. Johnston, individually and/or on behalf of the Johnston Estate Revocable
9 Trust Dated 5/17/94

10 564. Rodney L. Johnston, individually and/or on behalf of the Johnston Trust Dated 9/7/85

11 565. Deborah F. Josifko, individually and/or on behalf of the Josifko Family Living Trust

12 566. Mark R. Josifko, individually and/or on behalf of Fisko Ventures, LLC and the
13 Josifko Family Living Trust

14 567. Staci Kaiser

15 568. Brigitte Kaneda, individually and/or on behalf of the Kaneda Living Trust Dated
16 4/3/02 and the Kaneda Living Trust Dated 5/30/02

17 569. Ken Kaneda, individually and/or on behalf of the Kaneda Living Trust Dated 4/3/02
18 and the Kaneda Living Trust Dated 5/30/02

19 570. Marge Karney

20 571. Jeffrey Craig Karr, individually and/or on behalf of the Phyllis Marina Karr Living
21 Trust Dated 8/8/05

22 572. Phyllis Marina Karr, individually and/or on behalf of the Phyllis Marina Karr Living
23 Trust Dated 8/8/05

24 573. Arthur E. Kebble, individually and/or on behalf of the Arthur E. Kebble and Thelma
25 M. Kebble Family Trust Dated 5/1/95

1 574. Thelma M. Kebble, individually and/or on behalf of the Arthur E. Kebble and Thelma
2 M. Kebble Family Trust Dated 5/1/95

3 575. John Keith, individually and/or on behalf of the John and Kathleen Keith Living Trust
4 Dated 8/19/02

5 576. Kathleen Keith, individually and/or on behalf of the John and Kathleen Keith Living
6 Trust Dated 8/19/02

7 577. Ana W. Kelley, individually and/or on behalf of the Kelley Family Trust Dated
8 10/10/91

9 578. David G. Kelley, individually and/or on behalf of the Kelley Family Trust Dated
10 10/10/91

11 579. Carol A. Kelly

12 580. Frank Kern

13 581. Carol Kesler, individually and/or on behalf of KM Financials, LLC, a Utah
14 Corporation and the Carol Mortensen Family Trust Dated 9/9/90

15 582. Lindsey Kesler, Jr., individually and/or on behalf of the Lindsey H. Kesler, Jr. IRA
16 and the Lindsey H. Kesler Family Revocable Trust

17 583. Thomas Kewell, individually and/or on behalf of Clawiter Associates, LLC, a
18 California Limited Liability Company

19 584. C. K. Khury, individually and/or on behalf of the C.K. Khury and Irene K. Bass
20 Family Trust

21 585. Richard Kim

22 586. Will Klaus, individually and/or on behalf of Freedom Properties, Inc.

23 587. Christine Klay, individually and/or on behalf of the Klay Living Trust Dated 7/11/90

24 588. Othmar Klay, individually and/or on behalf of the Klay Living Trust Dated 7/11/90

25 589. James T. Klega, individually and/or on behalf of the James and Shirley Klega Trust

- 1 590. Shirley Klega, individually and/or on behalf of the James and Shirley Klega Trust
- 2 591. James R. Kloepper, individually and/or on behalf of the Kloepper Trust Dated
- 3 11/27/00
- 4 592. Nancy Ann Kloepper, individually and/or on behalf of the Kloepper Trust Dated
- 5 11/27/00
- 6
- 7 593. Anna S. Knobel, individually and/or on behalf of the 1996 Knobel Trust Dated 9/5/96
- 8 594. David W. Knobel, individually and/or on behalf of the 1996 Knobel Trust Dated
- 9 9/5/96
- 10 595. Christina Knoles
- 11 596. G. Robert Knoles
- 12 597. Marcia J. Knox, individually and/or on behalf of the Marcia J. Knox Living Trust
- 13 Dated 8/16/04
- 14
- 15 598. Louise Alport Kolberg, individually and/or on behalf of the Louise A. Kolberg
- 16 Revocable Trust
- 17 599. Colette Kopf
- 18 600. Klaus Kopf
- 19 601. Harvey A. Kornhaber
- 20 602. Dorothea K. Kraft
- 21 603. Al Kraus
- 22 604. Katrina Kraus
- 23 605. Arthur L. Kriss, individually and/or on behalf of the Arthur L. Kriss IRA
- 24 606. Colita Kwiatkowski, individually and/or on behalf of the Kwiatkowski Revocable
- 25 Trust
- 26
- 27 607. Donald H. Kwiatkowski
- 28 608. Paul Kwiatkowski, individually and/or on behalf of the Kwiatkowski Revocable Trust

- 1 609. Sandra L. Kwiatkowski
- 2 610. Wendy Kwong
- 3 611. Patrice Labossiere, individually and/or on behalf of the Labossiere Family Trust
- 4 Dated 3/20/87
- 5 612. Dina Ladd
- 6 613. Catherine D. Lafayette
- 7 614. Joseph B. Lafayette
- 8 615. Jack D. LaFlesch, individually and/or on behalf of the Jack D. LaFlesch IRA
- 9 616. Gladys Lanzas
- 10 617. Jose M. Lanzas
- 11 618. Dolores Larson
- 12 619. Gary Larson
- 13 620. Ruth Ann Larson, individually and/or on behalf of the Larson Family Trust Dated
- 14 6/19/94
- 15 621. Sidney L. Larson, individually and/or on behalf of the Larson Family Trust Dated
- 16 6/19/94
- 17 622. Arla M. Lawrence, individually and/or on behalf of the James F. Lawrence and Arla
- 18 Lawrence Revocable Trust Dated 1/19/04
- 19 623. James F. Lawrence, individually and/or on behalf of the James F. Lawrence and Arla
- 20 Lawrence Revocable Trust Dated 1/19/04
- 21 624. Sharon S. Lazar
- 22 625. Gene A. Leblanc, individually and/or on behalf of the Gene and Linda Leblanc
- 23 Family Trust Dated 8/20/99
- 24 626. Linda Leblanc, individually and/or on behalf of the Gene and Linda Leblanc Family
- 25 Trust Dated 8/20/99
- 26
- 27
- 28

1 627. Jon J. Lee

2 628. Tracy Lee

3 629. Janet L. Leedham, individually and/or on behalf of the Janet L. Leedham Revocable

4 Trust Dated 12/21/98

5 630. Milton H. Lees, III

6 631. Carol Lefcourt, individually and/or on behalf of Carol Edward Associates

7 632. James W. Lehr

8 633. Julie Ann Lehr

9 634. Kathleen F. Lehrmann, individually and/or on behalf of the Lehrmann Family Trust

10 Dated 4/19/96

11 635. Larry D. Lehrmann, individually and/or on behalf of the Lehrmann Family Trust

12 Dated 4/19/96

13 636. Carol Leiby, individually and/or on behalf of the Leiby Family 1992 Trust Dated

14 7/8/92

15 637. Richard Leiby, individually and/or on behalf of the Leiby Family 1992 Trust Dated

16 7/8/92

17 638. Bruce R. Lemar

18 639. William H. Lenhart, individually and/or on behalf of the William H. Lenhart Living

19 Trust

20 640. Jorg U. Lenk, individually and/or on behalf of the Jorg U. Lenk IRA

21 641. Irwin Levine, individually and/or on behalf of the Irwin Levine IRA

22 642. Renee Levy, individually and/or on behalf of the RNR Living Trust Dated 10/1/04

23 643. Robert Levy, individually and/or on behalf of the RNR Living Trust Dated 10/1/04

24 644. James H. Lidster, individually and/or on behalf of the James H. Lidster Family Trust

25 Dated 1/20/92

1 645. Phyllus M. Lidster, individually and/or on behalf of the James H. Lidster Family
2 Trust Dated 1/20/92

3 646. Patricia Lincoln, individually and/or on behalf of the Stephen and Patricia Lincoln
4 Trust Dated 8/21/03

5 647. Stephen Lincoln, individually and/or on behalf of the Stephen and Patricia Lincoln
6 Trust Dated 8/21/03

7 648. Steve Lindquist, individually and/or on behalf of the Steve Lindquist Charitable
8 Remainder Unitrust Dated 9/9/96

9 649. Carold Diane Linthicum, individually and/or on behalf of the Linthicum Revocable
10 Trust Dated 1/14/80

11 650. James Allen Linthicum, individually and/or on behalf of the Linthicum Revocable
12 Trust Dated 1/14/80

13 651. Claire Lisek, individually and/or on behalf of the Lisek Family Trust

14 652. Daniel B. Lisek, individually and/or on behalf of the Lisek Family Trust

15 653. Douglas Littrell

16 654. Joan Littrell

17 655. Nicholas Loader, individually and/or on behalf of the Nicholas Loader Trust

18 656. Ivan Loeb

19 657. Jan Logan

20 658. Boris M. Lokshin, individually and/or on behalf of the Boris Lokshin IRA and the
21 Lokshin Family Trust Dated 6/3/96

22 659. Mindy F. Lokshin, individually and/or on behalf of the Lokshin Family Trust Dated
23 6/3/96

24 660. William R. Long

25 661. Keith Lopeman

- 1 662. La Creta Lopeman
- 2 663. Richard J. Loughlin, individually and/or on behalf of the Loughlin Family Trust
- 3 664. Roberta L. Loughlin, individually and/or on behalf of the Loughlin Family Trust
- 4 665. Henri L. Louvigny, individually and/or on behalf of the Henri L. Louvigny IRA and
- 5 the Henri Louvigny and Marcelle A. Louvigny Family Trust Dated 10/18/84
- 6
- 7 666. Marcelle A. Louvigny, individually and/or on behalf of the Henri Louvigny and
- 8 Marcelle A. Louvigny Family Trust Dated 10/18/84
- 9 667. Mary M. Lowe, individually and/or on behalf of the Lowe Family Trust
- 10 668. Robert L. Lowe, individually and/or on behalf of the Lowe Family Trust
- 11 669. Janice Lucas, individually and/or on behalf of the Janice A. Lucas IRA
- 12 670. Joanne Lukasavage
- 13 671. William Lukasavage
- 14 672. Mark Lurie, individually and/or on behalf of the Church of the Movement of Spiritual
- 15 Inner Awareness
- 16
- 17 673. Robert D. Lurie
- 18 674. Barbara Sue Luthi, individually and/or on behalf of the Barbara Sue Luthi IRA
- 19 675. Richard D. Luthi, individually and/or on behalf of the Richard D. Luthi Trust Dated
- 20 5/20/93
- 21
- 22 676. Brant C. Lyall
- 23 677. Kathy J. Lyall
- 24 678. Thomas D. Lynch, individually and/or on behalf of the Thomas D. Lynch Family
- 25 Foundation
- 26 679. Erika G. Lynn
- 27 680. Dianne D. Machock, individually and/or on behalf of the Eugene B. Machock and
- 28 Dianne D. Machock Family Trust Dated 3/3/04

1 681. Eugene B. Machock, individually and/or on behalf of the Eugene B. Machock and
2 Dianne D. Machock Family Trust Dated 3/3/04

3 682. Heidi Machock

4 683. Scott Machock

5 684. Rogie Madlambyan, individually and/or on behalf of the Rogie Madlambyan Trust
6 Dated 2/22/05

7 685. Evan J. Madow, individually and/or on behalf of the Evan J. Madow, D.C. Trust

8 686. Diane M. Maguire, individually and/or on behalf of the John J. Maguire and Diane M.
9 Maguire Living Trust Dated 8/4/00

10 687. John J. Maguire, individually and/or on behalf of the John J. Maguire and Diane M.
11 Maguire Living Trust Dated 8/4/00

12 688. Lou O. Maldonado, individually and/or on behalf of the Maldonado Trust Under
13 Agreement Dated 10/3/95

14 689. John R. Mallin, Jr., individually and/or on behalf of the Mallin Family Trust Dated
15 7/12/99

16 690. Marie T. Mallin, individually and/or on behalf of the Mallin Family Trust Dated
17 7/12/99

18 691. Guido Mandarino

19 692. John Manter

20 693. Charles R. Maraden

21 694. Alexander W. Marchuk

22 695. Doreen W. Marchuk

23 696. Alan M. Markus

24 697. Trena L. Markus

1 698. Don P. Marshall, individually and/or on behalf of the Don P. Marshall Trust Dated
2 7/18/95

3 699. Mary I. Marson, individually and/or on behalf of the Marson Family Trust Dated
4 6/9/86

5 700. Richard P. Marson, individually and/or on behalf of the Marson Family Trust Dated
6 6/9/86

7
8 701. James T. Martin

9 702. Jerrold T. Martin

10 703. Pamela Jean Marton

11 704. Gerald B. Marts

12 705. Linda R. Marts

13 706. Gladys Mathers

14 707. Maria I. Mathieu

15 708. Eddie Mayo

16 709. Marti McAllister

17 710. Alicia McBride

18 711. Marlon McBride

19 712. Michael R. McCartney

20 713. Teresa R. McCartney

21 714. James M. McConnell, individually and/or on behalf of the James M. McConnell IRA
22 and the McConnell Family Trust Dated 12/3/81

23 715. Maudrene F. McConnell, individually and/or on behalf of the McConnell Family
24 Trust Dated 12/3/81

25 716. Todd McGillick, individually and/or on behalf of TK & Associates, a Minnesota
26 Company
27
28

1 717. Michael T. McGrath, individually and/or on behalf of the 2001 Michael T. McGrath
2 Revocable Trust Dated 12/11/01

3 718. James E. McKnight

4 719. Gary McMahon, individually and/or on behalf of the Gary McMahon Sep IRA

5 720. Joann L. McQuerry

6 721. William L. McQuerry

7 722. Christina F. McShaffrey, individually and/or on behalf of the McShaffrey Living
8 Trust Dated 3/27/81

9 723. Harvey McShaffrey, individually and/or on behalf of the McShaffrey Living Trust
10 Dated 3/27/81

11 724. Bryan J. McWaters

12 725. Lisa J. McWaters

13 726. Marina Mehlman, individually and/or on behalf of the Marina Mehlman IRA

14 727. Robert E. Meldrum

15 728. Greg Milano

16 729. Jane Milano

17 730. Teri L. Melvin

18 731. Joseph J. Melz

19 732. Linda M. Melz

20 733. Jack R. Mennis, individually and/or on behalf of the Jack Mennis IRA

21 734. Susan A. Mennis

22 735. Linda Merialdo, individually and/or on behalf of the Linda Merialdo Living Trust
23 Dated 8/6/02

24 736. Greg Milano

25 737. Jane Milano

1 738. Gerald B. Merz, individually and/or on behalf of the Merz Family Living Trust Dated
2 10/26/05

3 739. Nancy J. Merz, individually and/or on behalf of the Merz Family Living Trust Dated
4 10/26/05

5 740. Michael J. Messer

6 741. Alain Michael, individually and/or on behalf of the Michael Family Trust Dated
7 12/4/03

8 742. Dawn Levy Michael, individually and/or on behalf of the Michael Family Trust
9 Dated 12/4/03

10 743. Andre Michaelian, individually and/or on behalf of the Michaelian Holdings LLC, a
11 Nevada Limited Liability Company

12 744. Robert D. Mierau, individually and/or on behalf of the Mierau Living Trust Dated
13 9/14/98

14 745. Sandra J. Mierau, individually and/or on behalf of the Mierau Living Trust Dated
15 9/14/98

16 746. George Minar, individually and/or on behalf of the Virginia and George Minar Living
17 Trust

18 747. Virginia Minar, individually and/or on behalf of the Virginia and George Minar
19 Living Trust

20 748. Albert J. Mineconzo, individually and/or on behalf of the Albert J. Mineconzo Living
21 Trust Dated 11/4/97

22 749. Mae Mineo, individually and/or on behalf of the Mae Mineo Trust Dated 3/23/00

23 750. Michelle L. Mitchell

24 751. Todd O. Mitchell

25 752. Gary Moberly, individually and/or on behalf of the Gary Moberly IRA

1 753. Karen Moberly, individually and/or on behalf of the Karen S. Moberly IRA

2 754. Charles A. Mohler on behalf of the Bernard Greenblatt Living Trust

3 755. Matthew Molitch, individually and/or on behalf of the Molitch 1997 Trust and the
4 Matthew Molitch IRA

5 756. Jeannie M. Monroe

6 757. Wesley L. Monroe

7 758. Ronald K. Monteseno

8 759. William L. Montgomery, Jr., individually and/or on behalf of the Guaranty Loan
9 Account
10

11 760. Gene Montoya

12 761. Harold G. Moody, individually and/or on behalf of the Moody Family Trust

13 762. Mary J. Moody, individually and/or on behalf of the Moody Family Trust

14 763. Arthur B. Moore

15 764. Ernest J. Moore

16 765. Patrick J. Moore, individually and/or on behalf of the Muks Realty, LLC, a California
17 Limited Liability Company
18

19 766. Raymond C. Moore

20 767. Rose Moore

21 768. William Richard Moreno

22 769. Rosalie A. Morgan, individually and/or on behalf of the Rosalie A. Morgan IRA and
23 the Rosalie Allen Morgan Trust Dated 1/31/03
24

25 770. Nadine Morton

26 771. Geoffrey Mott, individually and/or on behalf of the STSK Investments LLC

27 772. George J. Motto, individually and/or on behalf of the George J. Motto IRA
28

1 773. David W. Mounier, individually and/or on behalf of the Donald S. Tomlin and
2 Dorothy R. Tomlin Revocable Trust Dated 10/24/79

3 774. Frank J. Murphy

4 775. James Murphy, individually and/or on behalf of the Murphy Family Trust

5 776. Margaret F. Murphy

6 777. Tracy Murphy, individually and/or on behalf of the Murphy Family Trust

7 778. Jean H. Murray, individually and/or on behalf of the Jean H. Murray Separate
8 Property Trust Dated 9/12/02

9 779. Kardakh Natto, individually and/or on behalf of D&K Partners, Inc., a Nevada
10 corporation

11 780. Kelly F. Neal

12 781. Carmen Neidig

13 782. Dan F. Nelson

14 783. Teri Nelson

15 784. Gary Nelson, individually and/or on behalf of G&L Nelson Limited Partnership

16 785. Linda Nelson, individually and/or on behalf of G&L Nelson Limited Partnership

17 786. Gloria J. Nelson

18 787. James S. Nelson

19 788. James S. Nelson, IV

20 789. Fred G. Neufeld, individually and/or on behalf of the Fred G. Neufeld IRA

21 790. Karen Ness

22 791. Kevin Ness

23 792. Daniel Newman, individually and/or on behalf of the Daniel D. Newman Trust Dated
24 11/1/92

25 793. David R. Newman, individually and/or on behalf of the Newman Trust Dated 1/26/94

1 794. Freda Newman, individually and/or on behalf of the Freda Newman Trust Dated
2 7/26/84

3 795. Elsie D. Newman, individually and/or on behalf of the Newman Family Trust Dated
4 9/30/97

5 796. Larry Newman, individually and/or on behalf of the Newman Family Trust Dated
6 9/30/97

7 797. Sandra L. Newman, individually and/or on behalf of the Newman Trust Dated
8 1/26/94

9 798. Aleath Nicosia, individually and/or on behalf of the Benjamin and Aleath Nicosia
10 Family Trust Dated 5/10/02

11 799. Benjamin Nicosia, individually and/or on behalf of the Benjamin and Aleath Nicosia
12 Family Trust Dated 5/10/02

13 800. Richard A. Nielsen, individually and/or on behalf of the Richard A. Nielsen Inc.
14 Profit Sharing Plan and Richard A. Nielsen, Inc., a California Corporation

15 801. Allen M. Nirenstein, individually and/or on behalf of the Allen M. Nirenstein and
16 Dorothy H. Nirenstein 1992 Revocable Trust

17 802. Dorothy H. Nirenstein, individually and/or on behalf of the Allen M. Nirenstein and
18 Dorothy H. Nirenstein 1992 Revocable Trust

19 803. John Nix

20 804. Lisa Nix

21 805. Roger Noorthoek

22 806. Stanley M. Novara, individually and/or on behalf of the Stanley M. Novara Family
23 Trust Dated 11/12/04

24 807. Joan Nunes

1 808. Henry Obermuller, individually and/or on behalf of the Henry and Mengia
2 Obermuller Trust Dated 9/14/90

3 809. Mengia Obermuller, individually and/or on behalf of the Henry and Mengia
4 Obermuller Trust Dated 9/14/90

5 810. Olga O'Buch, individually and/or on behalf of the Olga O'Buch Trust Dated 5/28/98

6 811. Cathleen B. O'Connor, individually and/or on behalf of the O'Connor Revocable
7 Trust UTD Dated 9/17/97

8 812. Robert H. O'Connor, individually and/or on behalf of the O'Connor Revocable Trust
9 UTD Dated 9/17/97

10 813. Robert L. Ogren, individually and/or on behalf of the Robert L. Ogren Trust Dated
11 6/30/92

12 814. Betty R. Ogren

13 815. William W. Ogren

14 816. Irene R. O'Hare, individually and/or on behalf of the Irene R. O'Hare Trust Dated
15 7/28/88

16 817. Diana A. Oldham

17 818. David M. Olds

18 819. Sally W. Olds

19 820. Kevin Olsen, individually and/or on behalf of the Universal Management, Inc.

20 821. Annie Omaye, individually and/or on behalf of the Omaye 1990 Trust

21 822. Stanley Omaye, individually and/or on behalf of the Omaye 1990 Trust

22 823. Adrian J.R. Oosthuizen

23 824. Catherine Oppio, individually and/or on behalf of the Catherine D. Oppio Trust Dated
24 2/11/04

25 825. John E. O'Riordan

- 1 826. Sonhild A. O’Riordan
- 2 827. Veslav Orvin
- 3 828. Aaron I. Osherow, individually and/or on behalf of the Osherow Trust Dated 9/11/89
- 4 829. Paul Oster
- 5 830. Franklin D. Ott, individually and/or on behalf of the Ott Family Revocable Trust
- 6 Dated 4/29/98
- 7
- 8 831. Kathryn R. Ott, individually and/or on behalf of the Ott Family Revocable Trust
- 9 Dated 4/29/98
- 10 832. William J. Ovca, Jr., individually and/or on behalf of Ovca Associates, Inc. Defined
- 11 Pension Plan
- 12 833. Lyn Owen
- 13 834. David A. Palmer, individually and/or on behalf of the Palmer Family Trust UA
- 14 2/13/90
- 15
- 16 835. Nanci S. Palmintere, individually and/or on behalf of the Palmintere Revocable Trust
- 17 Dated 6/19/98
- 18 836. Philip A. Palmintere, individually and/or on behalf of the Palmintere Revocable Trust
- 19 Dated 6/19/98
- 20
- 21 837. Harold E. Pals, individually and/or on behalf of the Harold E. Pals IRA
- 22 838. Edward Panyrek, individually and/or on behalf of the Edward and Joan Panyrek Trust
- 23 Dated 8/11/05
- 24 839. Joan Panyrek, individually and/or on behalf of the Edward and Joan Panyrek Trust
- 25 Dated 8/11/05
- 26 840. Cynthia Ann Pardee, individually and/or on behalf of the Cynthia Ann Pardee Trust
- 27 Dated 6/20/03
- 28 841. Betty R. Pardo, individually and/or on behalf of the Betty R. Pardo IRA

- 1 842. Lexey S. Parker
- 2 843. Henry E. Pattison
- 3 844. Ruth V. Pattison
- 4 845. Shirley Payne
- 5 846. Jennefer C. Peele, individually and/or on behalf of the Peele Spousal Trust Dated
- 6 2/10/87
- 7
- 8 847. Bill Penn, individually and/or on behalf of the Penn Family Trust Dated 1/20/90
- 9 848. Isa Penn, individually and/or on behalf of the Penn Family Trust Dated 1/20/90
- 10 849. Eric S. Perlman, individually and/or on behalf of Perlman Investment Partners L.P., a
- 11 California Limited Partnership
- 12
- 13 850. Lynn R. Perlman, individually and/or on behalf of the Robert H. and Lynn R.
- 14 Perlman Trust
- 15 851. Robert H. Perlman, individually and/or on behalf of the Robert H. and Lynn R.
- 16 Perlman Trust
- 17 852. Ronald K. Peters, individually and/or on behalf of the Peters Family Trust Dated
- 18 7/22/00
- 19
- 20 853. Andrew R. Peterson, individually and/or on behalf of the Andrew R. Peterson and
- 21 Sharon Peterson 1991 Living Trust
- 22 854. Sharon Peterson, individually and/or on behalf of the Andrew R. Peterson and Sharon
- 23 Peterson 1991 Living Trust
- 24 855. Robert D. Phillips
- 25 856. Holly J. Pickerel
- 26 857. Vickie Pieper, individually and/or on behalf of the Vickie Pieper Living Trust
- 27 858. Jerry Pietryk
- 28 859. Leeann Pietryk

- 1 860. Donald H. Pinsker
- 2 861. Nellie Pleser, individually and/or on behalf of the Pleser Family Trust Dated 1/28/00
- 3 862. Charles B. Plunkett, individually and/or on behalf of the Charles B. Plunkett
- 4 Revocable Trust Dated 10/25/94
- 5 863. Arthur Polacheck
- 6 864. Glorianne Polacheck
- 7 865. Patricia A. Pontak, individually and/or on behalf of the Pontak Wong Revocable
- 8 Trust Dated 1/19/04
- 9
- 10 866. Timothy J. Porter, individually and/or on behalf of the Timothy J. Porter IRA
- 11 867. Clair W. Potter, individually and/or on behalf of the Clair W. Potter Trust
- 12 868. Martha W. Potter, individually and/or on behalf of the Martha W. Potter Revocable
- 13 Trust
- 14
- 15 869. Hans J. Prakelt
- 16 870. Anthony Prescia, individually and/or on behalf of the Anthony and Nancy Prescia
- 17 Family Trust
- 18 871. Nancy Prescia, individually and/or on behalf of the Anthony and Nancy Prescia
- 19 Family Trust
- 20
- 21 872. James C. Presswood, individually and/or on behalf of James C. Presswood IRA
- 22 873. Sharon E. Presswood, individually and/or on behalf of Sharon Presswood IRA
- 23 874. Charlene J. Prins, individually and/or on behalf of the Norman and Charlene Prins
- 24 Revocable Living Trust Dated 10/29/03
- 25 875. Norman D. Prins, individually and/or on behalf of the Norman and Charlene Prins
- 26 Revocable Living Trust Dated 10/29/03
- 27 876. Lori A. Procter
- 28

1 877. Marion Quinn, individually and/or on behalf of the Quinn Family Trust Dated
2 1/11/00

3 878. Russell Quinn, individually and/or on behalf of the Quinn Family Trust Dated
4 1/11/00

5 879. Dennis Raggi

6 880. Irit Raichbart

7 881. Michael Raichbart

8 882. John M. Randall, individually and/or on behalf of the Randall Revocable Living Trust
9 Dated 5/17/90

10 883. Shirley A. Randall, individually and/or on behalf of the Randall Revocable Living
11 Trust Dated 5/17/90

12 884. Benita M. Rashall

13 885. Charles P. Rashall, individually and/or on behalf of the Charles P. Rashall Living
14 Trust

15 886. Elan Reddell, individually and/or on behalf of the Elan Reddell Revocable Living
16 Trust Dated 8/4/03

17 887. Lisa K. Redfern

18 888. Cynthia Reed

19 889. Linda S. Reed, individually and/or on behalf of the Linda S. Reed IRA

20 890. Michael Reed, individually and/or on behalf of the Michael Reed IRA

21 891. Mary Ann Rees, individually and/or on behalf of the Mary Ann Rees IRA and the
22 Noel and Mary Ann Rees Family Trust

23 892. Noel E. Rees, individually and/or on behalf of the Noel E. Rees IRA and the Noel and
24 Mary Ann Rees Family Trust

1 893. Annemarie Rehberger, individually and/or on behalf of the Rehberger Family Trust
2 Dated 6/17/92, Acres Profit Sharing Plan, Acres Corporation, a Nevada Corporation, and Acres
3 Corporation Defined Benefit Pension Plan

4 894. Jeana L. Rehberger

5 895. Michael C. Rehberger

6 896. Linda C. Reid

7 897. Mark Rendon, individually and/or on behalf of Stellar Innovations, Inc.

8 898. Anna Reynolds

9 899. Emil Reynolds

10 900. Michael H. Ricci

11 901. M. Anne Riccio

12 902. Jean G. Richards, individually and/or on behalf of the Jean G. Richards Trust Dated
13 9/30/99

14 903. Marvin Rickling, individually and/or on behalf of the Rickling Family Trust

15 904. Rosemary Rickling, individually and/or on behalf of the Rickling Family Trust

16 905. Rachel Riehle

17 906. Harvey Andrew Rineer III, individually and/or on behalf of the Harvey Andrew
18 Rineer III Trust Dated 11/15/02

19 907. Dorothy Rizzuto, individually and/or on behalf of the Joseph N. Rizzuto Family Trust

20 908. Joseph N. Rizzuto, individually and/or on behalf of the Joseph N. Rizzuto Family
21 Trust

22 909. Cassandra J. Robbins

23 910. Donna R. Roberts

24 911. Robert W. Roberts

25 912. Alan Robinson

1 913. Gail Robinson

2 914. Judith Robinson, individually and/or on behalf of the Judith Robinson Revocable

3 Trust

4 915. Robert R. Rodriguez, individually and/or on behalf of the Robert R. Rodriguez

5 Revocable Trust Dated 1/31/06

6 916. Elisabeth Rogal

7 917. Michael G. Rogal

8 918. James W. Rogers

9 919. Rebecca A. Rogers, individually and/or on behalf of the Rebecca A. Rogers Trust

10 Dated 9/18/96

11 920. Ilene Roisental, individually and/or on behalf of the Roisental Family Trust Dated

12 9/18/96

13 921. Saul Roisental, individually and/or on behalf of the Roisental Family Trust Dated

14 9/18/96

15 922. Anita Rosenfield

16 923. Deborah J. Rosensein

17 924. Stuart M. Rosenstein

18 925. Arnold Rosenthal

19 926. David Rosner, individually and/or on behalf of the David Rosner Revocable Trust

20 Dated 1/5/2005

21 927. Lee Rotchy, individually and/or on behalf of the Lee Rotchy Trust dated 12/5/00

22 928. Kathleen M. Rowley, individually and/or on behalf of the Robert J. Rowley and

23 Kathleen M. Rowley Trust

24 929. Robert J. Rowley, individually and/or on behalf of the Robert J. Rowley and Kathleen

25 M. Rowley Trust

1 930. Mary E. Russell, individually and/or on behalf of the Russell Revocable Trust Dated
2 9/21/93

3 931. Ingrid A. Rutherford, individually and/or on behalf of the Ingrid A. Rutherford
4 Family Trust Dated 7/8/99

5 932. Burton M. Sack, individually and/or on behalf of the Scott A. Sack Irrevocable Trust
6 Dated 3/18/94 and the David A. Sack Irrevocable Trust Dated 3/28/94

7 933. Scott A. Sack

8 934. Gregory V. Sak, individually and/or on behalf of the Sak Family Trust Dated
9 12/17/04

10 935. Jana L. Sak, individually and/or on behalf of the Sak Family Trust Dated 12/17/04

11 936. Daniel N. Salerno, individually and/or on behalf of the Daniel and Virginia Salerno
12 Family Trust Dated 8/9/89

13 937. Virginia P. Salerno, individually and/or on behalf of the Daniel and Virginia Salerno
14 Family Trust Dated 8/9/89

15 938. Murray Salit, individually and/or on behalf of Yankee Holdings LLC, an Arizona
16 Corporation

17 939. Randy M. Sanchez, individually and/or on behalf of the Randy Sanchez IRA and the
18 Sanchez Living Trust Dated 10/13/03

19 940. Sharon Sanchez, individually and/or on behalf of the Sanchez Living Trust Dated
20 10/13/03

21 941. Helena Sarmanian

22 942. Peter Sarmanian

23 943. Mark A. Saucedo

24 944. Kenneth D. Sawyer

1 945. Howard C. Sayler, individually and/or on behalf of the Sayler Family Trust Dated
2 9/2/98

3 946. Phyllis L. Sayler, individually and/or on behalf of the Sayler Family Trust Dated
4 9/2/98

5 947. Edward J. Scheidegger, individually and/or on behalf of the Scheidegger Family
6 Trust Dated 12/26/01

7 948. Robert A. Schell, individually and/or on behalf of the Robert A. Schell IRA and the
8 Schell Family Trust Dated 8/21/92

9 949. Ruth M. Schell, individually and/or on behalf of the Schell Family Trust Dated
10 8/21/92

11 950. Janet E. Schnadt, individually and/or on behalf of the Schnadt Trust Dated 6/18/93

12 951. William E. Schnadt, individually and/or on behalf of the Schnadt Trust Dated 6/18/93

13 952. Arthur P. Schnitzer, individually and/or on behalf of the Schnitzer Living Trust Dated
14 10/29/91

15 953. Lynn S. Schnitzer, individually and/or on behalf of the Schnitzer Living Trust Dated
16 10/29/91

17 954. Edward L. Schoonover, individually and/or on behalf of the Schoonover Family Trust
18 Dated 2/23/04

19 955. Susan A. Schoonover, individually and/or on behalf of the Schoonover Family Trust
20 Dated 2/23/04

21 956. Kenneth Schulz

22 957. Mary Kay Bryan-Schulz

23 958. A. Andrew Schwarzman

24 959. Shirley E. Schwartz, individually and/or on behalf of the Shirley E. Schwartz
25 Revocable Living trust Dated 8/19/94
26
27
28

1 960. Garrett Scott, individually and/or on behalf of Rare Earth Real Estate

2 961. Mary E. Scott, individually and/or on behalf of Rare Earth Real Estate

3 962. Barbara A. Senfeld

4 963. Milton B. Senfeld

5 964. Nancy C. Serino, individually and/or on behalf of the Nancy C. Serino IRA

6 965. Ronald C. Shackelford, individually and/or on behalf of the Shackelford Family Trust

7 Dated 9/21/04

8 966. Steven A. Shane, individually and/or on behalf of the Steven A. Shane IRA

9 967. Ira Jay Shapiro

10 968. Robert Shapiro

11 969. Marion C. Sharp, individually and/or on behalf of the Davis Family Trust and the
12 Marion C. Sharp Trust, the Marion C. Sharp IRA

13 970. James W. Shaw, individually and/or on behalf of the James W. Shaw IRA

14 971. Sue D. Robinson-Shaw

15 972. Evelyn Sheerin, individually and/or on behalf of the Chris H. Sheerin and Evelyn
16 Asher Sheerin 1984 Trust

17 973. Joann Sheerin, individually and/or on behalf of Sheerin, Inc., a Nevada Corporation

18 974. Ralph A. Shively

19 975. Kenneth Shope, individually and/or on behalf of Billy Shope, Jr. Family Limited
20 Partnership

21 976. Glenda Lambert Sibley, individually and/or on behalf of the Glenda Lambert Sibley
22 IRA

23 977. Sydney J. Siemens, individually and/or on behalf of the Sydney J. Siemens 1997
24 Revocable Trust Dated 5/23/97

25 978. Leslie P. Siggs

- 1 979. Robert G. Sikorski
- 2 980. Alan R. Simmons
- 3 981. Judith B. Simmons
- 4 982. Alan Simon, individually and/or on behalf of the Simon Family Trust 2000
- 5 983. Carol Simon, individually and/or on behalf of the Simon Family Trust 2000
- 6 984. James B. Simpson, individually and/or on behalf of the Simpson Family Trust Dated
- 7 1/13/04
- 8 985. Janet D. Simpson, individually and/or on behalf of the Simpson Family Trust Dated
- 9 1/13/04
- 10 986. Tara Sindler
- 11 987. Berta Naomi Singer
- 12 988. Leon E. Singer, individually and/or on behalf of the Leon E. Singer and Suzy Singer
- 13 Revocable Trust Dated 6/30/99
- 14 989. Suzy Singer, individually and/or on behalf of the Leon E. Singer and Suzy Singer
- 15 Revocable Trust Dated 6/30/99
- 16 990. Dennis Sipiorski
- 17 991. Donna Sipiorski
- 18 992. Daryl B. Sisk, individually and/or on behalf of The Sisk Family Foundation
- 19 993. Barbara Sklar, individually and/or on behalf of the Barbara Sklar Revocable Living
- 20 Trust Dated 8/31/01
- 21 994. Susan M. Slater
- 22 995. Herbert Slovis
- 23 996. Julie B. Slovis
- 24 997. Charles H. Small, individually and/or on behalf of the Charles Henry Small
- 25 Revocable Living Trust
- 26
- 27
- 28

1 998. Bradford H. Smith

2 999. Joyce E. Smith, individually and/or on behalf of the Joyce E. Smith Trust Dated
3 11/3/99

4 1000. Maggie Smith

5 1001. Margaret M. Smith, individually and/or on behalf of the Raymond M. Smith
6 Revocable Trust Dated 3/12/79

7 1002. M.L. Smith, individually and/or on behalf of the M.L. and Pauline Smith Family
8 Living Trust

9 1003. Oliver R. Smith, individually and/or on behalf of the Oliver F. Smith Incorporated
10 Profit Sharing Plan

11 1004. Pauline Smith, individually and/or on behalf of the M.L. and Pauline Smith Family
12 Living Trust

13 1005. Raymond M. Smith, individually and/or on behalf of the Raymond M. Smith
14 Revocable Trust Dated 3/12/79

15 1006. Frank Snopko, individually and/or on behalf of the Snopko 1981 Trust Dated
16 10/27/81, Rocklin/Redding LLC, and the Charlotte Snopko Marital Trust Dated 8/31/04

17 1007. Heidi Snow

18 1008. Jack Snow

19 1009. Herbert Sonnenklar

20 1010. Norma R. Sonnenklar

21 1011. Francesco Soro, individually and/or on behalf of the Francesco Soro Retirement Plan

22 1012. Barbara J. Speckert, individually and/or on behalf of the Barbara J. Speckert
23 Revocable Living Trust Dated 6/9/05

24 1013. Robert S. Speckert, individually and/or on behalf of the Robert Speckert IRA and the
25 Robert S. Speckert Revocable Living Trust Dated 6/11/92

1 1014. Gilbert L. Sperry, individually and/or on behalf of the Sperry Family Trust Dated
2 4/15/97

3 1015. Charles J. Spina, individually and/or on behalf of the Spina Family Trust Dated
4 3/8/01

5 1016. Nancy H. Spina, individually and/or on behalf of the Spina Family Trust Dated 3/8/01

6 1017. Clifton H. Spindle

7 1018. Verna R. Spindle

8 1019. Carol A. Squicci, individually and/or on behalf of the Carol A. Squicci Revocable
9 Trust

10 1020. Arnold Stairman, individually and/or on behalf of the Arnold Stairman Profit Sharing
11 Plan

12 1021. Rosalind L. Stark, individually and/or on behalf of the Stark Family Trust Dated
13 4/2/84

14 1022. Donna Stein, on behalf of Athanasia T. Stein

15 1023. Jay S. Stein, individually and/or on behalf of the Jay S. Stein IRA and the Jay S. Stein
16 2000 Trust Dated 12/12/00 and the Jay S. Stein Charitable Remainder Unitrust Dated 7/15/02

17 1024. Cynthia M. Steinmetz, individually and/or on behalf of the 2001 Steinmetz Family
18 Trust

19 1025. Nicholas A. Steinmetz, individually and/or on behalf of the 2001 Steinmetz Family
20 Trust

21 1026. Don Stephenson, individually and/or on behalf of Amberway Equities LLC

22 1027. David G. Sterling, individually and/or on behalf of the Sterling Living Trust Dated
23 2/2/00

24 1028. Joseph Sterling, individually and/or on behalf of the Sterling Family Trust Dated
25 6/14/02

1 1029. Mary Jane Sterling, individually and/or on behalf of the Sterling Living Trust Dated
2 2/2/00

3 1030. Theresa Sterling, individually and/or on behalf of the Sterling Family Trust Dated
4 6/14/02

5 1031. Mary Jude Stewart, individually and/or on behalf of the Stewart Family Trust Dated
6 1/15/98

7 1032. Michael D. Stewart, individually and/or on behalf of the Stewart Family Trust Dated
8 1/15/98

9 1033. Gordon N. Stimpson, individually and/or on behalf of the Stimpson Family Trust
10 Dated 5/9/00

11 1034. Marjorie I. Stimpson, individually and/or on behalf of the Stimpson Family Trust
12 Dated 5/9/00

13 1035. George F. Stone

14 1036. Margaret A. Stone

15 1037. Denise Storch, individually and/or on behalf of the Storch Family Trust Dated 5/3/04

16 1038. Ralph R. Storch, individually and/or on behalf of the Ralph R. Storch IRA and Storch
17 Family Trust Dated 5/3/04

18 1039. Lesley Stricker

19 1040. Elizabeth Stryks Shaw

20 1041. Rand Sullivan

21 1042. Robert Sullivan, individually and/or on behalf of the Robert Sullivan IRA

22 1043. John Sumpolec, Jr., individually and/or on behalf of the Sumpolec 1989 Trust Dated
23 4/13/89

24 1044. Robert A. Susskind

1 1045. Alvin M. Swanson, individually and/or on behalf of the Alvin M. Swanson and Grace
2 E. Swanson Family Trust Dated 9/14/94

3 1046. Grace E. Swanson, individually and/or on behalf of the Alvin M. Swanson and Grace
4 E. Swanson Family Trust Dated 9/14/94

5 1047. Leland K. Swanson, Sr., individually and/or on behalf of the Alvin M. Swanson and
6 Grace E. Swanson Family Trust Dated 9/14/94

7 1048. Lena M. Swanson, individually and/or on behalf of the Alvin M. Swanson and Grace
8 E. Swanson Family Trust Dated 9/14/94

9 1049. Lois J. Swanson

10 1050. Beverly Swezey, individually and/or on behalf of the Donald Swezey and Beverly W.
11 Swezey Trust Dated 2/20/01

12 1051. Donald Swezey, individually and/or on behalf of the Donald Swezey and Beverly W.
13 Swezey Trust Dated 2/20/01

14 1052. Virginia Swilley, individually and/or on behalf of Laguna Paloma, Inc., a Texas
15 Corporation

16 1053. Ray Syfert, individually and/or on behalf of the Syfert Trust

17 1054. Irene Markham-Tafoya

18 1055. Carole Talan

19 1056. Cyril Tammadge, individually and/or on behalf of Preswick Corp., a Nevada
20 Corporation

21 1057. Stanley Francis Tara, individually and/or on behalf of Sovereign Capital Advisors,
22 LLC, a Nevada Limited Liability company

23 1058. Elizabeth Tarr

24 1059. Wayne P. Tarr

1 1060. Joyce L. Taylor, individually and/or on behalf of the Taylor Living Trust Dated
2 2/27/98

3 1061. Kerry S. Taylor, individually and/or on behalf of the Taylor Living Trust Dated
4 2/27/98

5 1062. Kevin Taylor, individually and/or on behalf of the Kevin Taylor IRA and KTaylor
6 GO Investments, Ltd., a Texas Company,

8 1063. Louise Teeter, individually and/or on behalf of the Louise Teeter IRA Rollover

9 1064. Norman Teeter

10 1065. Joan B. Telloian

11 1066. Malcolm Telloian, Jr.

12 1067. Lawrence H. Tengan, individually and/or on behalf of the Lawrence H. Tengan and
13 Lorraine K. Tengan Revocable Trust

14 1068. Lorraine K. Tengan, individually and/or on behalf of the Lawrence H. Tengan and
15 Lorraine K. Tengan Revocable Trust

16 1069. Calvin Terrill, individually and/or on behalf of the Terrill Family Revocable Living
17 Trust Dated 3/11/02

18 1070. David M. Thatcher

19 1071. Gary A. Thibault

20 1072. Sandra C. Thibault

21 1073. Bryan M. Thomas

22 1074. Lori M. Thomas

23 1075. Daryl D. Thompson, individually and/or on behalf of the Thompson 1993 Trust Dated
24 1/26/93

25 1076. Gregory R. Thompson

26 1077. Wilma Jean Thompson

1 1078. Jack S. Tiano, individually and/or on behalf of an Accountancy Corporation Profit
2 Sharing

3 1079. Norman Tiano

4 1080. Douglas Tichenor

5 1081. Susan Tichenor

6 1082. Hillari Tischler

7 1083. Yit Tisoni

8 1084. Laura J. Tomac

9 1085. Steven B. Tomac

10 1086. Dorothy R. Tomlin, individually and/or on behalf of the Donald S. Tomlin and
11 Dorothy R. Tomlin Revocable Trust Dated 10/24/79
12

13 1087. Donald S. Tomlin, individually and/or on behalf of the Donald S. Tomlin and
14 Dorothy R. Tomlin Revocable Trust Dated 10/24/79
15

16 1088. Dorothy Ton, individually and/or on behalf of the Ton 1998 Revocable Trust

17 1089. James Gee Ton, individually and/or on behalf of the Ton 1998 Revocable Trust

18 1090. Richard Tracy, individually and/or on behalf of the Reno Aeronautical Corporation
19 Defined Benefit Plan

20 1091. Ursula W. Tracy

21 1092. Anton Trapman, individually and/or on behalf of the Anton Trapman Roth IRA and
22 Anton Trapman IRA
23

24 1093. Irene Trapman

25 1094. Rory Triantos

26 1095. John M. Tripp, individually and/or on behalf of the Tripp Family Trust 1997
27
28

1 1096. Warren W. Tripp, individually and/or on behalf of T-2 Enterprises LLC, Tripp
2 Enterprises, Inc., a Nevada Corporation, Tripp Enterprises, Inc. Restated Profit Sharing Plan, T-3
3 Enterprises LLC

4 1097. Carlos A. Trujillo

5 1098. Carol I. Turner, individually and/or on behalf of the Turner Family Trust Dated
6 12/15/2000

7 1099. Paul M. Turner, individually and/or on behalf of the Turner Family Trust Dated
8 12/15/2000

9 1100. Judy Turner, individually and/or on behalf of the T.J. Trust Dated 7/24/97

10 1101. Thomas R. Turner, individually and/or on behalf of the T.J. Trust Dated 7/24/97

11 1102. Peggy A. Valley, individually and/or on behalf of the Peggy Ann Valley IRA, The
12 McLaughlin-Valley Trust Dated 2/24/97, and Vanguard Financial, Ltd.
13

14 1103. Gilbert Van Damme

15 1104. Eleanor Varelli

16 1105. Nancy B. Ventura

17 1106. Roy R. Ventura, Jr.

18 1107. Marsha Vieira

19 1108. Melody Violet

20 1109. Marietta Voglis

21 1110. Jackie Ray Vohs

22 1111. Christiane Volpel, individually and/or on behalf of the Volpel Trust Dated 2/2/96

23 1112. Gunter Volpel, individually and/or on behalf of the Volpel Trust Dated 2/2/96

24 1113. Richard G. Vrbancic

25 1114. Robert R. Wade, individually and/or on behalf of the Robert R. Wade Revocable
26 Trust Dated 5/22/01
27
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1 1115. Shirley E. Wade, individually and/or on behalf of the Robert R. Wade Revocable
2 Trust Dated 5/22/01

3 1116. Kirsten Wagner

4 1117. Linda M. Walker

5 1118. Bruce D. Wallace, individually and/or on behalf of the B.D. W. 1987 Trust Dated
6 9/29/87

7 1119. Ellen Walls, individually and/or on behalf of the Walls Family Trust Dated 12/10/97

8 1120. Joseph P. Walls, individually and/or on behalf of the Walls Family Trust Dated
9 12/10/97

10 1121. Dennis J. Ward, individually and/or on behalf of the Ward Trust Dated 5/21/96

11 1122. Gary D. Ward, individually and/or on behalf of the Gary D. Ward IRA

12 1123. Patricia A. Ward, individually and/or on behalf of the Ward Trust Dated 5/21/96

13 1124. Carl M. Warfield

14 1125. Laura W. Warfield

15 1126. Colleen Weaver

16 1127. John Weaver

17 1128. Patricia Ann Webber, individually and/or on behalf of the Webber Family Trust
18 Dated 10/31/89

19 1129. Brigitte S. Weber

20 1130. Heinrich R. Weber

21 1131. Norm Webster

22 1132. Ardis Weible, individually and/or on behalf of the Weible 1981 Trust Dated 6/30/81

23 1133. Dean F. Weible, individually and/or on behalf of the Weible 1981 Trust Dated
24 6/30/81

1 1134. Jerrold Weinstein, individually and/or on behalf of the Jerrold Weinstein Self
2 Declaration Trust Dated 6/7/91

3 1135. Andrew Welcher, individually and/or on behalf of the Welcher Family Trust Dated
4 7/13/99

5 1136. Rosanne Welcher, individually and/or on behalf of the Welcher Family Trust Dated
6 7/13/99

7
8 1137. Karen K. Wener

9 1138. Kenneth A. Wener, individually and/or on behalf of the Kenneth A. Wener IRA

10 1139. Tina M. Wener, individually and/or on behalf of the Tina M. Wener IRA

11 1140. Lawrence D. Wengert, individually and/or on behalf of the Wengert Family Trust
12 Dated 2/20/98

13
14 1141. Dawn M. Wengert, individually and/or on behalf of the Wengert Family Trust Dated
15 2/20/98

16 1142. Connie Westbrook

17 1143. Rachel Wheeler, individually and/or on behalf of the Rachel Wheeler Trust

18 1144. Mary Etta White

19 1145. Robert White

20 1146. Eugene C. Wiehe, individually and/or on behalf of the Eugene C. Wiehe Trust Dated
21 10/31/85

22
23 1147. Gail Wilgar

24 1148. Scott Wilgar

25 1149. Barton R. Wilkinson

26 1150. Dianna J. Wilkinson, individually and/or on behalf of the Dianna Wilkinson IRA

27 1151. Joy Williams
28

1 1152. Richard J. Williams, individually and/or on behalf of the Richard J. Williams Living
2 Trust Dated 12/14/01

3 1153. Carmel Winkler, individually and/or on behalf of the Winkler Family Trust Dated
4 3/13/86

5 1154. Rudolf Winkler, individually and/or on behalf of the Rudolf Winkler IRA and the
6 Winkler Family Trust Dated 3/13/86

7 1155. Doris E. Winter, individually and/or on behalf of the Doris E. Winter Trust

8 1156. Craig Wisch

9 1157. Kathryn Wolfe, individually and/or on behalf of the LK Wolfe Family LP, a Nevada
10 Limited Partnership

11 1158. Loren Wolfe, individually and/or on behalf of the LK Wolfe Family LP, a Nevada
12 Limited Partnership

13 1159. Marlin L. Wonders

14 1160. R. Yvonne Wonders

15 1161. Darrell M. Wong, individually and/or on behalf of the Pontak Wong Revocable Trust
16 Dated 1/19/04

17 1162. Richard D. Wood, individually and/or on behalf of the Wood Family Living Trust

18 1163. Robert D. Woods, individually and/or on behalf of the Wood Family Trust

19 1164. Cynthia Work, individually and/or on behalf of the Work Holdings, Inc., an Arizona
20 Corporation

21 1165. Maryanne H. Worthing

22 1166. Ralph E. Worthing

23 1167. James C. Wu, individually and/or on behalf of The Wu Family Trust Dated 6/19/1991

24 1168. Jeanne K. Wu, individually and/or on behalf of The Wu Family Trust Dated
25 6/19/1991

1 1169. Kenneth H. Wyatt, individually and/or on behalf of the Kenneth H. Wyatt IRA, Kiwi-
2 Nevada LP, and the Kenneth H. and Phyllis P. Wyatt Family Trust

3 1170. Phyllis P. Wyatt, individually and/or on behalf of the Kenneth H. and Phyllis P.
4 Wyatt Family Trust and the Phyllis P. Wyatt IRA

5 1171. Anthony P. Wynn

6 1172. Sheri J. Wynn

7 1173. Mazal Yerushalmi

8 1174. Robert J. Yoder, individually and/or on behalf of the Robert J. Yoder Defined Benefit
9 Plan
10

11 1175. Percy Young

12 1176. Ruth Young

13 1177. Richard L. Younge, individually and/or on behalf of the Richard L. Younge IRA

14 1178. Allen Zalkind

15 1179. Sandra Zalkind

16 1180. Shahriar Zavosh

17 1181. Joseph G. Zappulla

18 1182. Carol A. Zappulla

19 1183. Ken Zawacki, individually and/or on behalf of Zawacki, a California LLC

20 1184. Anthony J. Zerbo

21 1185. Marshall R. Zerbo

22 1186. Franz J. Zimmer, individually and/or on behalf of the Franz J. Zimmer Revocable
23 Trust Dated 2/5/97

24 1187. Terry Zimmerman

25 1188. Mark Zipkin

26 1189. All Other Similarly Situated Direct Lenders Represented By Bickel & Brewer
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